

22-cv-01237-RGA**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

<i>In re</i> Boy Scouts of America and Delaware BSA, LLC, ¹ Debtors	Chapter 11 Case No. 20-10343 (LSS) Jointly Administered
National Union Fire Insurance Co. of Pittsburgh, PA, <i>et al.</i> , Appellants. v. Boy Scouts of America and Delaware BSA, LLC, Appellees	Case No. 22-cv-01237-RGA Jointly Consolidated ² On appeal from confirmation of Debtors' Plan of Reorganization

APPENDIX OF APPELLANTS LUJAN CLAIMANTS

LOIZIDES, P.A. Christopher D. Loizides (No. 3968) 1225 North King Street, Suite 800 Wilmington, DE 19801 Phone: 302.654.0248 Email: loizides@loizides.com	LUJAN & WOLFF LLP Delia Lujan Wolff (admitted Pro Hac Vice) Suite 300, DNA Bldg. 238 Archbishop Flores St. Hagatna, Guam 96910 Phone: (671) 477-8064/5 Facsimile: (671) 477-5297 Email: dslwolff@lawguam.com
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Attorneys for Appellants the Lujan Claimants

Dated: November 7, 2022

¹ The Debtors in these Chapter 11 Cases, together with the last four digits of the Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

² Case numbers 22-cv-01237, 22-cv-01238, 22-cv-01239, 22-cv-01240, 22-cv-01241, 22-cv-01242, 22-cv-01243, 22-cv-01244, 22-cv-01245, 22-cv-01246, 22-cv-01247, 22-cv-01249, 22-cv-01250, 22-cv-01251, 22-cv-01252, 22-cv-01258, and 22-cv-01263 have been jointly consolidated under 22-cv-01237. The Lujan Claimants' appeal is docketed at 22-cv-01258.

APPENDIX OF APPELLANTS LUJAN CLAIMANTS

Listed below are documents and excerpts of documents cited in Appellants Lujan Claimants' opening brief. In order to avoid needless duplication, Lujan Claimants coordinated with other Appellants, including the Certain Insurers and the D & V Claimants, whose appendices include documents cited by the Lujan Claimants in their opening brief and are not reproduced herein. Lujan Claimants join in and incorporate as if fully set forth herein the Certain Insurers' and the D & V Claimants' appendices to their opening briefs.⁴

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7924 7924-1	Verified Statement of Lujan & Wolff LLP Pursuant to Bankruptcy Rule 2019 [Redacted], filed 12/22/2021 [Excerpts]	ALW022
8708	Lujan Claimants' Objection to Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC, and Joinder in Objection filed by Guam Committee, filed 2/7/2022	ALW029
9031	Lujan Claimants' Supplemental Objection to Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LC, and Joinder in Objections of United States Trustee and Guam Committee, filed 2/25/2022	ALW076

⁴ Among the documents included in such appendices are those documents that are required to be included in the appendix in Fed. R. Bankr. P. 8018(b)(1).

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Dated: November 7, 2022.

Respectfully submitted,

/s/ Christopher D. Loizides
Christopher D. Loizides (No. 3968)
LOIZIDES, P.A.
1225 North King Street, Suite 800
Wilmington, DE 19801
Phone: 302.654.0248
Email: Loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff
Delia Lujan Wolff (admitted Pro Hac Vice)
Suite 300, DNA Bldg.
238 Archbishop Flores St.

Hagatna, Guam 96910
Phone: (671) 477-8064/5
Facsimile: (671) 477-5297
Email: dslwolff@lawguam.com

Attorneys for Lujan Claimants

Fill in this information to identify the case:

United States Bankruptcy Court for the District of Delaware

Case number (if known): Chapter 11

☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/16**

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Delaware BSA, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 84-2764311

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

1325 West Walnut Hill Lane

Number Street

Number Street

Irving TX 75038

City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Dallas

County

Number Street

City State ZIP Code

5. Debtor's website (URL) www.scouting.org

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

Debtor Name Delaware BSA, LLC

Case number(if known) _____

7. Describe debtor's business**A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☒ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8134**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. **Check all that apply:**

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☒ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No

☒ Yes. Debtor Boy Scouts of America Relationship Sole Member
District District of Delaware When 02/18/2020
MM / DD / YYYY

Case number, if known _____

List all cases. If more than 1, attach a separate list.

Debtor Delaware BSA, LLC
Name

Case number(if known) _____

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____

Number Street

City

State

ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____

Contact _____

Phone _____

Consolidated statistical and administrative information**13. Debtors' estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Delaware BSA, LLC

Case number(if known) _____

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/18/2020
MM / DD / YYYY

x

[Signature]
Signature of authorized representative of debtor

Steven P. McGowan
Printed name

Secretary and General Counsel
Title

18. Signature of attorney

x

[Signature]
Signature of attorney for debtor

Date 02/18/2020
MM / DD / YYYY

Derek C. Abbott
Printed name

Jessica C.K. Boelter
Printed name

Morris, Nichols, Arshi & Tunnell LLP
Firm name

Skidley Austin LLP
Firm name

1201 North Market Street
Address

787 Seventh Avenue
Address

Wilmington, DE 19899
City/State/ZIP

New York, NY 10019
City/State/ZIP

(302) 351-9314
Contact phone

(212) 839-5300
Contact phone

dabbott@mnael.com
Email Address

jboelter@skidley.com
Email Address

3376 (DE)
Bar number

5657580 (NY)
Bar number

**DELAWARE BSA, LLC
MEMBER**

RESOLUTIONS APPROVING CHAPTER 11 FILING AND RELATED MATTERS

February 17, 2020

WHEREAS, the undersigned, representing the sole member (the “**Member**”) of Delaware BSA, LLC (the “**Company**”), a non-profit Delaware limited liability company, hereby adopts the following resolutions by written consent in accordance with the Limited Liability Company Agreement of the Company;

WHEREAS, the Member of the Company consulted with the senior leadership of the Company and the legal and financial advisors to the Company and has fully considered each of the Company’s strategic alternatives; and

WHEREAS, the Member of the Company desires to approve the following resolutions.

Commencement of Chapter 11 Case and Filing of Plan of Reorganization

NOW, THEREFORE, BE IT RESOLVED, that, in the judgment of the Member of the Company, it is desirable and in the best interests of the Company, its creditors, and other stakeholders, and in furtherance of the Company’s mission, that the Company file a petition for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”); and be it further

RESOLVED, that the Member or each duly appointed officer or duly authorized signatory of the Company (each, an “**Authorized Person**” and, collectively, the “**Authorized Persons**”) be, and each of them hereby is, authorized and empowered, in the name of the Company, to execute and verify a petition for relief under chapter 11 of the Bankruptcy Code and to cause such petition to be filed in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), such petition to be filed at such time as the Authorizing Person executing the petition shall determine and to be in the form approved by the Authorized Person executing such petition, such approval to be conclusively evidenced by the execution, verification, and filing thereof; and be it further

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized and empowered, in the name of the Company, to execute a chapter 11 plan of reorganization (as such plan may be amended, modified or supplemented from time to time, the “**Plan**”), the form of which has been presented to the Member, which has considered and had the opportunity to ask questions of the senior leadership of the Company and the legal and financial advisors to the Company regarding the Plan, and to cause the Plan to be filed in the Bankruptcy Court at such time as the Authorizing Person executing the Plan shall determine; and be it further

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered, and directed, in the name of the Company, with full power of delegation, to execute, verify, and cause to be filed all petitions, schedules, statements, lists, motions, applications, pleadings, affidavits, declarations, reports, exhibits, and other papers or documents (and any

amendments, modifications, and supplements thereto), and to perform such further actions and execute, verify, and cause to be filed such further documentation that such Authorized Person deems necessary, appropriate, or desirable in connection with the Company's chapter 11 case (the "**Chapter 11 Case**") and in accordance with these resolutions; and be it further

Retention of Advisors

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered, and directed to retain and employ, in the name of the Company, subject to Bankruptcy Court approval: (i) the law firm of Sidley Austin LLP, as general bankruptcy counsel; (ii) the law firm of Morris, Nichols, Arsht & Tunnell LLP, as Delaware bankruptcy counsel; (iii) the financial advisory firm of Alvarez & Marsal North America, LLC, as financial advisor; (iv) the legal case administration firm of Omni Agent Solutions, as noticing, claims and solicitation agent; and (v) any other legal counsel, accountants, financial advisors, restructuring advisors, investment bankers, public relations professionals, or other professionals any of the Authorized Persons deems necessary, appropriate, or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code; and in connection therewith, each of the Authorized Persons be, and hereby is, authorized, empowered, and directed, in the name of the Company, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, fees, indemnities, and expenses, and to cause to be filed appropriate applications for authority to retain such services in the Chapter 11 Case; and be it further

General Authorization and Ratification

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered, and directed to take, or cause to be taken, in the name of the Company, any and all further actions (including, without limitation, (i) executing, delivering, certifying, filing and/or recording, and performing any and all documents, agreements, instruments, motions, affidavits, declarations, applications for approvals or rulings of governmental or regulatory authorities, or certificates, and (ii) paying fees and expenses in connection with the transactions contemplated by the foregoing resolutions) and to take any and all steps deemed by any such Authorized Person to be necessary, advisable, or desirable to carry out the purpose and intent of each of the foregoing resolutions, and all actions heretofore taken by any such Authorized Person in furtherance thereof are hereby ratified, confirmed, and approved in all respects; and it is further

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company, with the same force and effect as if each such acts, actions, and transactions had been specifically authorized in advance by resolution of the Company or consent of the Member; and it is further


RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any

of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Persons to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first written above.

BOY SCOUTS OF AMERICA


By: Steven P. McGowan
Title: Secretary

Fill in this information to identify the case:

Debtor name Delaware BSA, LLCUnited States Bankruptcy Court for the: District of Delaware
(State)Case number (if known): 20-Check if this is an
amended filing

The following is a list of the thirty (30) largest known creditors potentially holding unsecured claims against Boy Scouts of America and Delaware BSA, LLC (collectively, the "Debtors") other than holders of abuse claims (the "Consolidated Top 30 List"). Concurrently with the filing of their petitions, the Debtors have filed a motion seeking authority to file this Consolidated Top 30 List, along with a list of the twenty-five (25) law firms representing the largest numbers of holders of abuse claims against the Debtors, in lieu of a list of the twenty (20) largest unsecured creditors for each of Boy Scouts of America and Delaware BSA, LLC.

The Consolidated Top 30 List reflects estimated amounts owed by the Debtors as of the Petition Date. It was produced from the books and records of the Debtors as of the close of business on February 17, 2020. The Consolidated Top 30 List does not include any person or entity who is now, or formerly was, an "insider" of the Debtors as that term is defined in 11 U.S.C. § 101(31). The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. Moreover, nothing herein shall affect the Debtors' right to challenge the amount or characterization of any claim at a later date. The Debtors' failure to list a claim as contingent, unliquidated or disputed does not constitute a waiver of the Debtors' right to contest the validity, priority and/or amount of any such claim.

Official Form 204**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors, other than holders of abuse claims, holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code ¹	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim ² If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Williams, Roy L. Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$2,386,986.12
2 Mazzuca, Robert J. Address on File	PHONE: On File	Deferred Compensation/ Restoration Plan	Unliquidated			\$1,609,662.86
3 Brock, C. Wayne Address on File	PHONE: On File EMAIL: On File	Deferred Compensation/ Restoration Plan	Unliquidated			\$1,140,755.43
4 Connelly, Kenneth L. Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$948,559.60
5 Hoover Jr., C. Michael Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$915,037.28
6 Ross II, David J. Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$904,795.26
7 NCS Pearson, Inc. 200 Old Tappan Road Old Tappan, NJ 07675	ATTN: Bjarne Tellmann TITLE: General Counsel and Chief Legal Officer PHONE: 201-236-5416 EMAIL: bjarne.tellmann@pearson.com	Trade Payable				\$714,588.00

¹ To protect the identities and/or personal contact information of certain individuals listed hereon, the Debtors have redacted such information from this list. The Debtors are providing an unredacted version of this list to the Court and the Office of the United States Trustee.

² Amounts related to Restoration Plan are based on a preliminary actuarial determination.

Debtor Delaware BSA, LLC
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code ¹	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim ² If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
8 Surbaugh, Michael Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$699,388.64
9 Ratcliffe, Judith Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$594,295.40
10 Tuggle, Robert Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$589,471.08
11 American Engineers & Contractors 224 Datura St, Ste 1012 West Palm Beach, FL 33401	ATTN: Shiv Shahi TITLE: Owner PHONE: 561-666-9327 EMAIL: shiv@aecbuild.com	Trade Payable				\$533,950.84
12 Ohmstede, Roger A. Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$512,590.29
13 Varnell, Thomas Address on File	PHONE: On File EMAIL: On File	Deferred Compensation				\$397,582.81
14 Terry, Anne Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$393,977.68
15 Lion Brothers Company Inc. 10246 Reisterstown Road Owings Mills, MD 21117	ATTN: Susan Ganz TITLE: Chief Executive Officer PHONE: 410-363-1000, EXT. 247 EMAIL: sganz@lionbrothers.com	Trade Payable				\$355,795.41
16 Fitzgibbon, Thomas H. Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$353,449.14
17 McChesney, Donald Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$328,739.51
18 Butler, Gary Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$324,387.52
19 Travis, Hugh Address on File	PHONE: On File EMAIL: On File	Deferred Compensation				\$306,816.71
20 Farmer, Bradley Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$304,736.45
21 Stone, Kathy Sue Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$254,068.18
22 Hunt, Jeffrey Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$237,271.49
23 Harrington, Thomas Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$228,275.19
24 Green, John Address on File	PHONE: On File	Restoration Plan	Unliquidated			\$224,126.37
25 Quad/Graphics, Inc. N61W23044 Harry's Way Sussex, WI 53089-2827	ATTN: Joel Quadracci TITLE: Chairman, President & Chief Executive Officer PHONE: 414-566-2200 EMAIL: joel.quadracci@qg.com	Trade Payable				\$174,600.00
26 Blackwell, Raymond L. Address on File	PHONE: On File EMAIL: On File	Restoration Plan	Unliquidated			\$174,241.06

Debtor Delaware BSA, LLC
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code ¹	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim ² If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
27 Doe Claimant 2001 c/o Law Offices of Jeffrey E. Martin, LLC 2340 S. Arlington Hts. Rd., Ste 520 Arlington Hts., IL 60005	PHONE: 847-956-0000	Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
28 Doe Claimant 2002 Address on File	PHONE: On File	Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
29 Lehr, Richard Address on File	PHONE: On File EMAIL: On File	Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
30 Pension Benefit Guaranty Corporation 1200 K Street N.W. Washington, DC 20005	ATTN: Patricia Kelly TITLE: Chief Financial Officer PHONE: 202-229-3033 EMAIL: kelly.patricia@pbgc.gov	Pension Guaranty	Contingent/ Unliquidated			Undetermined

Fill in this information to identify the case:

Debtor name Delaware BSA, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number (if known): _____

Check if this is an
amended filing**Chapter 11 or Chapter 9 Cases: List of 25 Law Firms With the Largest
Number of Representations of Holders of Abuse Claims**

12/15

The following is a consolidated alphabetical list of the twenty-five (25) law firms representing the largest numbers of holders of abuse claims against the debtors and debtors in possession (the "Debtors"), based on the number of known pending and asserted claims (the "Top Plaintiffs' Counsel List").¹ Concurrently with the filing of their petitions, the Debtors have filed a motion seeking authority to file this Top Plaintiffs' Counsel List and a consolidated list of creditors holding unsecured claims against the Debtors other than holders of abuse claims, in lieu of a list of the twenty (20) largest unsecured creditors that would include individual holders of abuse claims for each of Boy Scouts of America and Delaware BSA, LLC.² The Top Plaintiffs' Counsel List does not include any person or entity who is now, or formerly was, an "Insider" of the Debtors as that term is defined in 11 U.S.C. § 101(31). The Top Plaintiffs' Counsel List was prepared with information existing as of February 17, 2020. The Debtors reserve the right to amend the Top Plaintiffs' Counsel List. The information contained in the Top Plaintiffs' Counsel List shall not constitute an admission by, nor shall it be binding on, the Debtors. Moreover, nothing herein shall affect the Debtors' right to challenge the amount or characterization of any claim at a later date. The Debtors' failure to list a claim as contingent, unliquidated or disputed does not constitute a waiver of the Debtors' right to contest the validity, priority and/or amount of any such claim.

	Name of law firm and complete mailing address, including zip code	Name, telephone number, and email address of law firm contact	Nature of the claim (for example, Trade Payables, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Andreozzi & Associates, P.C. 111 N. Front Street Harrisburg, Pennsylvania 17101	ATTN: Nathaniel L. Foote, Esq. PHONE: 717-686-9936 EMAIL: Unknown FAX: 717-525-9143	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
2	AVA Law Group, Inc. 3667 Voltaire Street San Diego, California 92106	ATTN: Andrew Van Arsdale, Esq. PHONE: 1-866-428-2589 EMAIL: support@ava.law FAX: 619-347-2705	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
3	Bondurant, Mixson & Elmore, LLC One Atlantic Center, 1201 West Peachtree Street NW, Suite 3900 Atlanta, Georgia 30309	ATTN: Michael B. Terry PHONE: 404-881-4100 EMAIL: terry@bmelaw.com FAX: 404-881-4111	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
4	Crew Janci LLP 1200 NW Naito Parkway, Suite 500 Portland, Oregon 97209	ATTN: Stephen Crew PHONE: 503-306-0224 EMAIL: steve@crewjanci.com FAX: 503-467-4940	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined

¹ Based on pending litigation and claims identified to the Debtors by attorneys representing certain abuse victims.

² This list is in substantially the same form as Official Bankruptcy Form 204 for chapter 11 cases setting forth the list of creditors, other than insiders, who have the 20 largest unsecured claims against a debtor.

Debtor Delaware BSA, LLC
Name

Case number (if known)

	Name of law firm and complete mailing address, including zip code	Name, telephone number, and email address of law firm contact	Nature of the claim (for example, Trade Payables, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
5	Dumas Law Group, LLC (a/k/a Dumas & Vaughn Attorneys at Law) 3835 NE Hancock Street, Suite GL-B Portland, Oregon 97212	ATTN: Gilion Dumas PHONE: 503-616-5007 EMAIL: gilion@dumaslawgroup.com FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
6	Eisenberg Rothweiler, Winkler, Eisenberg & Jeck, P.C. 1634 Spruce Street Philadelphia, Pennsylvania 19103	ATTN: Stewart Eisenberg, Esq. PHONE: 215-398-7544 EMAIL: Unknown FAX: 215-546-0118	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
7	Green & Gillispie 1 Riverfront Place, Suite 605 North Little Rock, Arkansas 72114	ATTN: Joshua Gillispie PHONE: 501-244-0700 EMAIL: josh@greenandgillispie.com FAX: 501-244-2020	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
8	Gregg, Hunt, Ahern & Embry Attorneys at Law One Cranberry Hill, #304 Lexington, Massachusetts 02421	ATTN: Jonathan Barnes PHONE: 617-494-1920 EMAIL: jlbarnes@chelaw.com FAX: 617-494-1921	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
9	Hurley McKenna & Mertz P.C. 33 N. Dearborn Street, Suite 1430 Chicago, Illinois 60602	ATTN: Christopher Hurley PHONE: 312-553-4900 EMAIL: churley@hurley-law.com FAX: 312-553-0964	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
10	Jeff Anderson & Associates, PA 505 Thornall Street, Suite 405 Edison, New Jersey 08837	ATTN: Jeffrey Anderson PHONE: 909-344-3847 EMAIL: jeff@andersonadvocates.com FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
11	Kosnoff Law 1321 Upland Drive PMB 4685 Houston, Texas 77043	ATTN: Timothy Kosnoff, Esq. PHONE: 206-257-3590 EMAIL: tim@kosnoff.com FAX: 206-837-9690	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
12	Law Offices of Mitchell Garabedian 100 State Street, 6th Floor Boston, Massachusetts 02109	ATTN: Mitchell Garabedian PHONE: 617-523-6520 EMAIL: mgarabedian@garabedianlaw.com FAX: 617-523-3687	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
13	Lindsay Hart, LLP 1300 SW 5th Ave, Suite 3400 Portland, Oregon 97201	ATTN: James L. Dumas PHONE: 503-226-7677 EMAIL: jdumas@lindsayhart.com FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
14	Lujan & Wolff, LLP 238 Archbishop Flores Street, Suite 300, DNA Building Hagatna, Guam 96910	ATTN: David Lujan PHONE: 671-477-8064 EMAIL: Unknown FAX: 671-477-5297	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined

Official Form 204

Chapter 11 Case: List of 25 Law Firms With the Largest Number of Representations of Holders of Abuse Claims page 2

ACTIVE 254241804

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Debtor Delaware BSA LLC
Name

Case number (if known)

	Name of law firm and complete mailing address, including zip code	Name, telephone number, and email address of law firm contact	Nature of the claim (for example, Trade Payables, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
15	Marsh Law Firm 151 East Post Road, Ste. 102 White Plains, New York 10601	ATTN: James Marsh PHONE: 929-232-3235 EMAIL: jamesmarch@marsh.law FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
16	Merson Law 150 East 58th St., 34th Floor New York, New York 10155	ATTN: Jordan Merson PHONE: 212-603-9100 EMAIL: jmerson@mersonlaw.com FAX: 347-441-4171	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
17	Michael G. Dowd 600 Third Ave., 15th Floor New York, New York 10016	ATTN: Michael G. Dowd PHONE: 212-751-1640 EMAIL: Unknown FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
18	Paul Mones 13101 Washington Blvd. Los Angeles, California 90066	ATTN: Paul Mones PHONE: 310-400-5960 EMAIL: pamon@comcast.net FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
19	Penn Law Group 4200 Northside Parkway, NW, Building One, Suite 100 Atlanta, Georgia 30327	ATTN: Darren Penn PHONE: 404-961-7655 EMAIL: darren@pennlawgroup.com FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
20	Pfau, Cochran, Vertetis, Amala PLLC 403 Columbia Street, Ste. 500 Seattle, Washington 98104	ATTN: Michael Pfau PHONE: 206-451-8260 EMAIL: michael@pvalaw.com FAX: 206-623-3624	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
21	Rebenack, Aronow, Mascolo, LLP 111 Livingston Avenue New Brunswick, New Jersey 08901	ATTN: Jay Silvio Mascolo PHONE: 732-247-3600 EMAIL: jmascolo@ram.law FAX: 732-247-3630	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
22	Robins Kaplan LLP 399 Park Avenue, Suite 3600 New York, New York 10022	ATTN: Patrick Stoneking PHONE: 212-980-7400 EMAIL: pstoneking@robinskaplan.com FAX: 212-980-7499	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
23	Rubenstein & Rynecki 16 Court Street, Ste. 1717 Brooklyn, New York 11241	ATTN: Sanford Rubenstein PHONE: 718-522-1020 EMAIL: Unknown FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
24	Sweeny Reich & Bolz, LLP 1981 Marcus Avenue, Ste. 200 Lake Success, New York 11042	ATTN: Gerard Sweeney PHONE: 718-459-9000 EMAIL: Unknown FAX: Unknown	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined
25	Thomas Law Office, PLLC 9418 Norton Commons Blvd., Ste. 200 Louisville, Kentucky 40059	ATTN: Tad Thomas PHONE: 877-736-4963 EMAIL: tad@thomaslawoffices.com FAX: 502-785-7257	Abuse-Related Litigation	Contingent/ Unliquidated/ Disputed			Undetermined

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-____ ()

(Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following list identifies all corporations, other than a governmental unit, which directly or indirectly own 10% or more of any class of equity interests in the above-captioned debtor and debtor in possession.

Direct Owner	Indirect Owners
Boy Scouts of America	None

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-____ ()

(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS

Pursuant to rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following is a list of holders of equity securities of the above-captioned debtor and debtor in possession.

Name and Last Known Address or Place of Business of Holder	Kind of Interest	Percentage of Interest
Boy Scouts of America	Membership	100%

Fill in this information to identify the case and this filing:

Debtor Name Delaware BSA, LLC

United States Bankruptcy Court for the: District of Delaware
(State)

Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- ☐ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- ☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- ☐ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☐ Schedule H: Codebtors (Official Form 206H)
- ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☒ Other document that requires a declaration: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders; Corporate Ownership Statement; List of Equity Security Holders; List of 25 Law Firms with the Largest Number of Representations of Holders of Abuse Claims

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/18/2020
MM / DD / YYYY

x 
Signature of individual signing on behalf of debtor

Steven P. McGowan
Printed name

Secretary and General Counsel
Position or relationship to debtor

ALW017

1 case -- and certainly, I think we will be there by the end of
2 April, that we're going to need the Court to start calling
3 balls and strikes on disputed issues. And those disputed
4 issues go beyond 2004 requests and 2019 motions. We have
5 pretty serious issues that we'll need to bring before the
6 Court at the appropriate time on an appropriate briefing
7 schedule. So, in our view, pushing the disclosure statement
8 hearing off indefinitely or to a date past the 111 days or
9 well into the future is just not right for this particular
10 case.

11 So, again, if the Court is inclined to move that
12 date, we would say only move it by a very little bit because
13 we do believe we need to come in front of the Court,
14 potentially in the near term -- let's see how the mediation
15 goes through the month of March -- to call some balls and
16 strikes for us.

17 THE COURT: When you say "a little bit," what are
18 you thinking?

19 MS. LAURIA: You know, I would say two weeks, two
20 to four weeks. I know we have an omnibus mid-May, I think
21 it's May 15th, if I'm not mistaken, or thereabouts.

22 (Pause in proceedings)

23 THE COURT: May 19th.

24 Well, thank you for all of the input. As I said, I
25 have read what's been filed, the flurry of papers noted, the

1 adversary proceeding that's been filed, obviously the
2 estimation motion. Sometimes I think I am not the audience
3 for some of these filings because I can read a mediator's
4 report and understand exactly what it meant. But the -- and I
5 -- so if parties perceive that their filings are helpful for
6 some reason, of course you can file what you want. But again,
7 I don't always think I'm the intended audience.

8 The concern I have with going forward with the
9 disclosure statement at this point is because I don't see some
10 very necessary information and documents, quite frankly, that
11 I would want to see at a disclosure statement, including the
12 TDPs. Those who are involved in Imerys with me know that I
13 did not send out that disclosure statement until we had TDPs.
14 They can be negotiated or they can not be negotiated. But
15 there's -- but I think -- and think this plan has that gap in
16 it, where parties don't know what, in fact, the treatment is
17 going to be.

18 So, for very practical reasons, I think it's
19 difficult, perhaps, to go forward with that hearing in mid-
20 April. On the other hand, I hesitate to move it because
21 deadlines usually focus people and things get achieved. What
22 I think, here, perhaps can focus people are the mediation
23 sessions that are to take place later this month.

24 And whether attending in person or attending via
25 Zoom, I expect everybody to be there, who the mediators

1 request be there. I don't want to hear that someone decided
2 it was inconvenient or they couldn't show. We're \$100 million
3 into fees in this case, I think that is a staggering number,
4 and progress needs to be made. Victims need to be compensated
5 appropriately and the Boy Scouts' mission needs to continue.
6 And that's evident from -- everyone that I see here has voiced
7 that view.

8 And I will say that some of the letters that I've
9 received from individual -- individuals who are abuse
10 survivors, or who say they are abuse survivors -- and they get
11 docketed -- also share that view, which I find quite
12 heartening and somewhat amazing sometimes; that those
13 survivors, some of them, are still involved in scouts, their
14 kids are involved in scouts, and they see a role for scouts
15 going forward. Boy Scouts, I should be specific.

16 So I think that goal needs to be paramount, and I
17 think it affects the mediation. It affects the timing of
18 disclosure statement and confirmation. It affects how much
19 this is going to cost. And quite frankly, every dollar to
20 professional fees is a dollar that comes out of some
21 creditor's pocket.

22 So I'm going to move the disclosure statement
23 hearing to April 29th and 30th. And I will look for any
24 further mediation reports that the mediators find appropriate
25 to file after further mediation sessions. And we'll have a

1 further status report or hearing on April 12th.

2 MR. ABBOTT: Your Honor, Derek Abbott for the
3 debtors. I assume we can just work with chambers to tighten
4 up specific timing for that and get notice --

5 THE COURT: Yeah, I'm looking in the afternoon.
6 And if that doesn't work for parties, generally, we can do it
7 on the 13th. My thought is to try to get in a status before
8 objections are due to disclosure statement, recognizing that
9 some people may still have to work on it notwithstanding, but
10 people seem to have a jump on it. And I want it sufficiently
11 after the sessions with the mediator, so that discussions can
12 continue, as they often do after the mediation, and we can see
13 if -- what kind of consensus, if any, is reached on overall
14 issues or discrete issues. But I'm generally available the
15 afternoon of the 12th and 13th, and I don't have a preference,
16 but that's my thinking.

17 MR. ABBOTT: (Indiscernible)

18 THE COURT: Thank you.

19 MR. BUCHBINDER: Your Honor, Dave Buchbinder for
20 the record.

21 I take it that the objection deadlines will be
22 extended accordingly?

23 THE COURT: Yes, they need to be extended
24 accordingly.

25 MR. BUCHBINDER: Thank you, Your Honor.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

Jointly Administered

**VERIFIED STATEMENT OF LUJAN & WOLFF LLP
PURSUANT TO BANKRUPTCY RULE 2019**

Pursuant to Federal Rule of Bankruptcy Procedure 2019 ("Rule 2019"), Lujan & Wolff LLP (the "Firm"), who represents the Abuse Survivors listed on Exhibit A hereto (collectively, the "Clients"), hereby submits this verified statement (this "Verified Statement") as required under the *Order (I) Approving the Disclosure Statement and the Form and Manner of Notice, (II) Approving Plan Solicitation and Voting Procedures, (III) Approving Forms of Ballots, (IV) Approving Form, Manner, and Scope of Confirmation Notices, (V) Establishing Certain Deadlines in Connection with Approval of the Disclosure Statement and Confirmation of the Plan, and (VI) Granting Related Relief* [Docket No. 6438] (the "Solicitation Order") and states as follows:

1. On February 18, 2020 (the "Petition Date"), Boy Scouts of America ("BSA") and Delaware BSA, LLC (collectively, the "Debtors") filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code. The Debtors continue to operate and manage their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

2. Prior to the filing of this Verified Statement, the Clients listed on Exhibit A hereto, retained the Firm to represent their interests in these Chapter 11 Cases after consultation with me or other members of the Firm.

3. The Clients each hold claims against BSA, certain non-debtor Local Councils, Chartered Organizations, and insurers arising from childhood sexual abuse. The Clients further have an interest in certain insurance policies, including the proceeds thereof.

4. In accordance with Bankruptcy Rule 2019, attached hereto as Exhibit A is a list of the names and addresses of each Client. The “nature and amount of all disclosable economic interests” held by each Client are unliquidated abuse claims as set forth in the respective proofs of claim filed by or on behalf of each Client in the Chapter 11 Cases. The proof of claim number of each Client is set forth on Exhibit A. The information set forth on Exhibit A is based upon information the Clients provided to the Firm and is subject to change.

5. Annexed hereto as Exhibit B is an exemplar of the engagement letter (the “Engagement Letter”) used by the Firm to engage the Clients. The Engagement Letter might contain redactions or blanks with respect to pricing, compensation amounts or percentages, and personal identifying information of the Clients.

6. The undersigned verifies that the foregoing is true and correct to the best of her knowledge.

7. The information set forth in this Verified Statement is intended only to comply with Bankruptcy Rule 2019 and the Solicitation Order and not for any other purpose.

8. Nothing contained in this Verified Statement is intended or shall be construed to constitute: (i) a waiver or release of the rights of the Clients to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article

III court; (ii) a waiver or release of the rights of the Clients to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (iii) consent to the jurisdiction of the Court over any matter; (iv) an election of remedy; (v) a waiver or release of any rights the Clients may have to a jury trial; (vi) a waiver or release of the right to move to withdraw the reference with respect to any matter or proceeding that may be commenced in these Chapter 11 Cases against or otherwise involving the Clients; or (vii) a waiver or release of any other rights, claims, actions, defenses, setoffs, or recoupments to which the Clients are or may be entitled, in law or in equity, under any agreement or otherwise, with all such rights, claims, actions, defenses, setoffs, or recoupments being expressly reserved.

9. The Clients, through their undersigned counsel, reserve the right to amend or supplement this Verified Statement in accordance with the requirements of Bankruptcy Rule 2019 at any time in the future.

Dated: December 22, 2021
Wilmington, Delaware

/s/ Christopher D. Loizides
Christopher D. Loizides (No. 3968)
LOIZIDES, PA
1225 North King Street, Suite 800
Wilmington, DE 19801
Telephone: (302) 654-0248
Facsimile: (302) 654-0728
Email: loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff
Delia Lujan Wolff
Suite 300, DNA Bldg.
238 Archbishop Flores St.
Hagatna, Guam 96910
Phone: (671) 477-8064/5
Facsimile: (671) 477-5297
Email: dslwolff@lwg.com
Attorneys for Lujan Claimants

Exhibit A**(Abuse Survivor List)**

Name	Address	Claim No.
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	80328
[REDACTED]	[REDACTED]	17480
[REDACTED]	[REDACTED]	2010
[REDACTED]	[REDACTED]	87715
[REDACTED]	[REDACTED]	2991
[REDACTED]	[REDACTED]	38591
[REDACTED]	[REDACTED]	15139
[REDACTED]	[REDACTED]	6434
[REDACTED]	[REDACTED]	67293; 103378
[REDACTED]	[REDACTED]	79403
[REDACTED]	[REDACTED]	33028; 96418; 96419
[REDACTED]	[REDACTED]	3120
[REDACTED]	[REDACTED]	22872
[REDACTED]	[REDACTED]	15104
[REDACTED]	[REDACTED]	2394
[REDACTED]	[REDACTED]	4858
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	40889

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Name	Address	Claim No.
[REDACTED]	[REDACTED]	23388
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	10548
[REDACTED]	[REDACTED]	22874
[REDACTED]	[REDACTED]	6823
[REDACTED]	[REDACTED]	14187
[REDACTED]	[REDACTED]	7977
[REDACTED]	[REDACTED]	4855; 4859
[REDACTED]	[REDACTED]	58370
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	2597
[REDACTED]	[REDACTED]	35352
[REDACTED]	[REDACTED]	73607; 103377
[REDACTED]	[REDACTED]	4857
[REDACTED]	[REDACTED]	5655
[REDACTED]	[REDACTED]	3616
[REDACTED]	[REDACTED]	3051
[REDACTED]	[REDACTED]	80982
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	18860
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	48168
[REDACTED]	[REDACTED]	87757

Name	Address	Claim No.
[REDACTED]	[REDACTED]	7976
[REDACTED]	[REDACTED]	248
[REDACTED]	[REDACTED]	25069
[REDACTED]	[REDACTED]	2840
[REDACTED]	[REDACTED]	18873
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	1765; 45700; 45702
[REDACTED]	[REDACTED]	4860
[REDACTED]	[REDACTED]	35354
[REDACTED]	[REDACTED]	2403
[REDACTED]	[REDACTED]	25063
[REDACTED]	[REDACTED]	1746
[REDACTED]	[REDACTED]	6824
[REDACTED]	[REDACTED]	5648
[REDACTED]	[REDACTED]	1551; 1670
[REDACTED]	[REDACTED]	3614
[REDACTED]	[REDACTED]	79769
[REDACTED]	[REDACTED]	22873
[REDACTED]	[REDACTED]	73585
[REDACTED]	[REDACTED]	8037
[REDACTED]	[REDACTED]	2433

ALW027

Name	Address	Claim No.
[REDACTED]	[REDACTED]	1677
[REDACTED]	[REDACTED]	11251
[REDACTED]	[REDACTED]	5646
[REDACTED]	[REDACTED]	8038
[REDACTED]	[REDACTED]	58317
[REDACTED]	[REDACTED]	6432
[REDACTED]	[REDACTED]	2885
[REDACTED]	[REDACTED]	2011
[REDACTED]	[REDACTED]	3385
[REDACTED]	[REDACTED]	67267
[REDACTED]	[REDACTED]	40890
[REDACTED]	[REDACTED]	3612; 80655
[REDACTED]	[REDACTED]	3610
[REDACTED]	[REDACTED]	11250
[REDACTED]	[REDACTED]	67286
[REDACTED]	c/o Lujan & Wolff LLP 238 Archbishop Flores St., Ste. 300 Hagatna, GU 96910	1913
[REDACTED]	[REDACTED]	2003
[REDACTED]	[REDACTED]	1953
[REDACTED]	[REDACTED]	1757

ALW028

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re: D.I. 7832, 8683

**LUJAN CLAIMANTS' OBJECTION TO SECOND MODIFIED FIFTH AMENDED
CHAPTER 11 PLAN OF REORGANIZATION FOR BOY SCOUTS OF AMERICA
AND DELAWARE BSA, LLC, AND JOINDER IN OBJECTION FILED BY
GUAM COMMITTEE**

COME NOW the Tort Claimants represented by Lujan & Wolff LLP ("Lujan Claimants")¹ and object to confirmation of Debtors Boy Scouts of America and Delaware BSA, LLC's (collectively "Debtors") Second Modified Fifth Amended Chapter 11 Plan of Reorganization. On September 30, 2021, Debtors filed the Solicitation Version of the Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 6443), which was sent to creditors for vote. On December 18, 2021, during the voting period and just 10 days before the voting deadline, Debtors filed a Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 7832). Both the Modified and Second Modified Plans are collectively referred to as "the Plan." Lujan Claimants hereby object to confirmation of the Plan and join in and incorporate herein the Objection of the Official Committee of Unsecured Creditors for the Archbishop of Agana (Bankr. D. Guam 19-00010) to the Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 8683).

¹ See attached Appendix A, which lists the Sexual Abuse Survivor Proof of Claim numbers for Lujan Claimants.

I. BACKGROUND

Lujan Claimants are all survivors of childhood sexual abuse by the Boy Scouts, who were abused in the United States territory of Guam. Survivors of child sexual abuse in Guam are different from Survivors who were abused in other states or territories. Guam Survivors benefit from an open statute of limitations that does not close (the civil statute of limitations was eliminated the Guam Legislature in 2016) and have statutory direct action rights against insurers without having to sue the insured tortfeasor. Almost all Guam survivors were sexually abused by Father Louis Brouillard, a scoutmaster who was in charge of Guam's swimming merit badge program and who was one of the most prolific child sexual abusers in scouting history. Most Lujan Claimants were abused by Fr. Louis in his capacity as not only a scoutmaster or scout leader, but also in his capacity as a Catholic priest in settings completely unrelated to scouting. Thus, most Lujan Claimants have abuse claims that have nothing to do with Debtors, but which appear threatened by the release in the Plan. The chartered organization implicated in almost all Guam survivors' abuse is the Archbishop of Agana, a debtor in its own pending Chapter 11 bankruptcy action in the District Court of Guam. Further, 70 Lujan Claimants had prepetition lawsuits against the Boy Scouts of America ("BSA") and therefore constitute more than twenty-five percent (25%) of the 275 prepetition lawsuits against Debtors at the time Debtors initiated this consolidated bankruptcy action.

Of the 73 Lujan Claimants who voted, 72 voted to reject the Plan and 1 voted to accept the Plan. Notably, the sole voter who accepted the Plan is not pursuing compensation in the Archbishop of Agana bankruptcy case. Of the 72 Lujan Claimants who voted to reject the Plan, about 70 have asserted scouting-related abuse claims against the Archbishop of Agana, including by filing a proof of claim in the Guam bankruptcy case, and all have claims against the Aloha Council. Further, it is Lujan Claimants' belief that they have most, if not all, asserted claims against certain religious orders,

including the Capuchin Franciscans Province of St. Mary², Carmelite entities³, and School Sisters of Notre Dame entities, none of which are or have ever been chartered organizations, yet are listed by Debtors as Potential Chartered Organizations Protected Parties and Limited Protected Parties. Nearly all Lujan Claimants have also asserted abuse claims against the Archbishop of Agana and the religious orders which are not related to scouting, e.g., abuse at Church or school by Fr. Louis in his priest capacity.

II. ARGUMENT

After almost two years of litigating this bankruptcy case, at jaw-dropping expense to the estates of nonprofit BSA and virtually asset-less Delaware BSA, LLC, Debtors have solicited for vote a Plan that must be denied confirmation for plain failure to meet the requirements of the Bankruptcy Code, including but not limited to the reasons that follow. Lujan Claimants reserve their right to make additional arguments at the Confirmation Hearing.

A. THE PLAN IS UNCONFIRMABLE WITH NONDEBTOR RELEASES.

1. The Court Lacks Subject Matter Jurisdiction over Survivor Claims against Nondebtors, such as Local Councils, Chartered Organizations, Insurers, and Other Entities.

Federal bankruptcy jurisdiction is set forth in 28 U.S.C. § 1334, which confers upon district courts “original and exclusive jurisdiction of all cases under title 11” and “original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11.” 28 U.S.C. § 1334(a), (b). District courts may refer to a bankruptcy court any or all cases under title 11 or all proceedings arising under title 11 or arising in or related to a case under title 11. 28 U.S.C. § 157(a). “Proceedings ‘related to’ a title 11 case include causes of action owned by the debtor that become property of the bankruptcy estate under 11 U.S.C. § 541(a), as well as suits

² (See Notice of Current & Potential Protected Parties & Limited Protected Parties (“Notice”) at 515-16 (identifying corresponding local council as either “Aloha Council, BSA 104” or “Multiple Councils Included in Claim”).)

³ (See, e.g., Notice at 522 (identifying “CARMELITE NUNS” and identifying corresponding local council as either “Aloha Council, BSA 104” or “Multiple Councils Included in Claim”).)

between third parties that conceivably may have an effect on the bankruptcy estate.” In re Combustion Eng’g, Inc., 391 F. 3d 190, 226 (3d Cir. 2005) (citing Celotex Corp. v. Edwards, 514 U.S. 300, 308 n.5 (1995)).

In Pacor, Inc., 743 F. 2d 984 (3d Cir. 1984), the Third Circuit “set forth what has become the seminal test for determining ‘related to’ jurisdiction over third party claims.” In re Combustion Eng’g, 391 F. 3d at 226. The Third Circuit stated in Pacor:

The usual articulation of the test for determining whether a civil proceeding is related to bankruptcy is whether *the outcome of that proceeding could conceivably have any effect on the estate being administered in bankruptcy*. Thus, the proceeding need not necessarily be against the debtor or against the debtor’s property. An action is related to bankruptcy if the outcome could alter the debtor’s rights, liabilities, options, or freedom of action (either positively or negatively) and which in any way impacts upon the handling and administration of the bankrupt estate.

743 F. 2d at 994 (italics in original) (internal citations omitted). While the language of the test appears broad, the facts of the case in Pacor demonstrated a “crucial limit on the legitimate exercise of subject matter jurisdiction.” In re W.R. Grace & Co., 591 F. 3d 164, 171 (3d Cir. 2009).

In Pacor, John and Louise Higgins filed suit in Pennsylvania state court against Pacor, a distributor of chemical supplies, seeking damages caused by Mr. Higgins’ work-related exposure to asbestos supplied by Pacor. 743 F. 2d at 986. In response, Pacor filed a third-party complaint impleading the Johns-Manville Corporation, which Pacor claimed was the original manufacturer of the asbestos. Id. Thereafter, Manville filed a Chapter 11 bankruptcy petition. Id. When Pacor tried to remove the Higgins lawsuit to the bankruptcy court where the Manville bankruptcy case was pending, the Third Circuit denied removal, holding that “the primary action between Higgins and Pacor would have no effect on the Manville bankruptcy estate, and therefore [cannot establish] ‘related to’ [jurisdiction over that suit]....” The Third Circuit stated, “At best, [the Higgins-Pacor lawsuit] is a mere precursor to the potential third party claim for indemnification by Pacor against

Manville. Yet the outcome of the Higgins-Pacor action would in no way bind Manville, in that it could not determine any rights, liabilities, or course of action of the debtor.”

In this case, the Court lacks subject matter jurisdiction over any claims of Lujan Claimants against the Archbishop of Agana. While many Lujan Claimants filed prepetition civil lawsuits naming BSA and the Archbishop of Agana as codefendants, the plaintiffs’ claims against the Archbishop of Agana have long been automatically stayed since January 2019, when the Archbishop of Agana filed its own Chapter 11 bankruptcy petition in the District Court of Guam. That case is In re Archbishop of Agana, Bankruptcy Case No. 19-00010 (D. Guam). The Guam federal court is under the appellate jurisdiction of the Ninth Circuit Court of Appeals, which has ruled that, while a discharge under Chapter 11 releases the debtor from personal liability for any debts, 11 U.S.C. 524(a), bankruptcy courts cannot release third parties of liability since, pursuant to 11 U.S.C. § 524(e), the “discharge of a debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt.” In re Lowenschuss, 67 F. 3d 1394, 1401 (9th Cir. 1995) (quoting 11 U.S.C. § 524(e)). The Ninth Circuit has repeatedly held that section 524(e) precludes bankruptcy courts from discharging the liabilities of nondebtors. Id. at 1401-02 (citing, e.g., Am. Hardwoods, Inc. v. Deutsche Credit Corp. (In re Am. Hardwoods, Inc.), 885 F. 2d 621, 626 (9th Cir. 1989); Underhill v. Royal, 769 F. 2d 1426, 1432 (9th Cir. 1985); Comm’l Wholesalers, Inc. v. Investors Comm’l Corp., 172 F. 2d 800, 801 (9th Cir. 1949)); see also In re Claar Cellars LLC, 623 B.R. 578, 593 (Bankr. E.D. Wash. 2021) (stating that “section 524(e) ‘prevents a reorganization plan from inappropriately circumscribing a creditor’s claims against a debtor’s co-debtor or guarantors over the discharged debt. Put differently, section 524(e) precludes a co-obligor of a bankrupt debtor from piggybacking on rights the debtor enjoys under the Bankruptcy Code, including the right to discharge or restructure indebtedness. If a co-obligor seeks a discharge or to restructure its liability on a jointly liable claim, section 524(e) effectively requires the co-obligor to commence its own bankruptcy

case.”). Accordingly, the Guam bankruptcy court’s future discharge of the Archbishop of Agana’s debt to certain Lujan Claimants shall have no effect on the liability of BSA on that debt and therefore shall have no effect on Lujan Claimants’ claims against the BSA.

There is also no subject matter jurisdiction over Lujan Claimants’ claims against the Boy Scouts of America Aloha Council (“the Aloha Council”). Again, while certain Lujan Claimants filed prepetition lawsuits naming BSA and the Aloha Council as co-defendants, the Aloha Council has never made any claim against the BSA for contribution or indemnification in connection with Lujan Claimants’ claims. Similarly, the Court lacks subject matter jurisdiction over certain Lujan Claimants’ claims against religious orders, including but not limited to claims against Capuchin Franciscan entities, Carmelite entities, and School Sisters of Notre Dame entities. Like the Aloha Council, none of the religious orders have ever filed any contribution or indemnification claim against the BSA relating to Lujan Claimants’ claims.

As for the Lujan Claimants who have filed no civil lawsuits against a chartered organization, religious order, and/or local council, the Court lacks subject matter jurisdiction over these Lujan Claimants’ claims against chartered organizations, religious orders, and the Aloha Council. Without any lawsuit against these nondebtors, it is obvious that any resolution of Lujan Claimants’ claims against these nondebtors would be a mere precursor to a separate lawsuit against the BSA for any contribution or indemnification claims. Thus, the resolution of Lujan Claimants’ claims against chartered organizations, religious orders, or the Aloha Council, either without a lawsuit or as part of a future lawsuit, would have no effect on Debtors’ bankruptcy estate.

Regarding insurers, none of Lujan Claimants have filed a lawsuit against insurers seeking payment under BSA insurance policies. Under Guam law, Lujan Claimants each have a statutory right of direct action against such insurers, but no lawsuit has been yet brought against BSA insurers. Likewise, no lawsuits have been brought against the separate insurers of any local council, chartered

organization, or religious order. Without any lawsuit against insurers, any resolution of Lujan Claimants' claims against an insurer (especially separate insurers of local councils, chartered organizations, or religious orders) would be a mere precursor to a separate lawsuit for indemnification or contribution against the BSA or its insurers.

Thus, the Court lacks subject matter jurisdiction over Lujan Claimants' claims against nondebtors and the Plan cannot be confirmed with the nonconsensual release of Lujan Claimants' claims against nondebtors.

2. Even if Subject Matter Jurisdiction Exists, the Bankruptcy Code Does Not Authorize Nondebtor Releases.

Assuming that subject matter jurisdiction exists over Lujan Claimants' claims against nondebtors, the Bankruptcy Code provides no authority for the release of these claims. The claims are specifically against local councils, chartered organizations, religious orders, and insurers.

The Third Circuit recognizes that “[s]ection 524(e) of the Bankruptcy Code makes clear that the bankruptcy discharge of a debtor, by itself, does not operate to relieve non-debtors of their liabilities.” In re Continental Airlines, 203 F. 3d 203, 211 (3d Cir. 2000). Nowhere in the Bankruptcy Code is there express statutory authority to enjoin a third-party's claim against a nondebtor outside the context of asbestos. Id. In fact, only one section of the Bankruptcy Code expressly allows a bankruptcy court to enjoin third-party claims against nondebtors without the consent of those third parties, and that is 11 U.S.C. § 524(g), which authorizes such an injunction only in cases involving injuries arising from the manufacture and sale of asbestos. In re Purdue Pharma, L.P., 21 cv 7532 (CM), 2021 WL 5979108, at *49 (S.D.N.Y. Dec. 16, 2021).

The statutory language and history of section 524(g) reveal that “Congress believed that Section 524(g) created an exception to what would otherwise be the applicable rule of law.” In re Purdue Pharma, 2021 WL 5979108, at *49. Section 524(g)(4)(A)(ii) states: “*Notwithstanding the provisions of section 524(e)*, such an injunction may bar any action directed against a third party who

is identifiable from the terms of such injunction (by name or as part of an identifiable group) and is alleged to be directly or indirectly liable for the conduct of, claims against, or demands on the debtor.” 11 U.S.C. § 524(g)(4)(A)(ii) (*italics added*). Section 524(e) states: “Except as provided in subsection (a)(3) of this section, discharge of a debt of the debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt.” 11 U.S.C. § 524(e). The word “notwithstanding” in section 524(g) suggests that the injunction authorized by that section would be barred by section 524(e), if not for Congress’ enactment of section 524(g). In re Purdue Pharma, 2021 WL 5979108, at *49. “Plainly, Congress made a decision to limit the scope of the experimenting [with nondebtor releases and injunctions] that was ‘reportedly’ to be happening (and that was in fact happening) in other [non-asbestos] industries. And it left to itself, not the courts, the task of determining whether and how to extend a rule permitting non-debtor releases ‘notwithstanding the provisions of section 524(e)’ into other areas.” Id. at *51. Yet, since 1994, Congress has made no such extensions of the trust/injunction mechanism to non-asbestos bankruptcies. Id.

In Purdue Pharma, 2021 WL 5979108, at *70, the district court vacated confirmation of the plan of reorganization, holding that there is no authority under the Bankruptcy Code to permit the nonconsensual release of third party claims against nondebtors that are direct claims based on the individual liability of the nondebtors and which do not derive from the liability of the debtor. The Purdue court defined “direct claims” as “claims that are not derivative of [the debtor’s] liability, but are based on the [nondebtor’s] own, individual liability, predicated on their own alleged misconduct and the breach of duties owed to claimants other than [the debtor]. ‘Direct’ claims are based upon a ‘particularized’ injury to a third party that can be directly traced to a non-debtor’s conduct.” Id. at *48. In contrast, “derivative claims” are “claims that would render the [nondebtors] liable because of [the debtor’s] actions (which conduct may or may not have been committed because of the

[nondebtors]). ‘Derivative’ claims are those that seek to recover from the estate indirectly’ on the basis of [the debtor’s] conduct,’ as opposed to the non-debtor’s own conduct.” Id. (quoting In re Johns-Manville Corp., 517 F. 3d 52, 62 (2d Cir. 2008)).

Here, the Court lacks jurisdiction over Survivors’ direct claims against nondebtors, such as local councils, chartered organizations, and other entities such as religious orders that are being swept up in this case even though they are neither a local council nor chartered organization. Survivors’ claims against these nondebtors are based on the independent liability of these nondebtors and are not dependent on a finding of either Debtor’s liability. In other words, a Survivor can succeed in proving a local council’s or chartered organization’s liability based on the tortious conduct of such local council or chartered organization. For instance, a court may find a local council or chartered organization liable for child sexual abuse, and, at the same time, find that the BSA is not liable for the same child sexual abuse.

In Juarez v. Boy Scouts of America, Inc., an action alleging child sexual abuse, the court described the tortious liability of a defendant:

A tort ... involves a violation of a legal duty, imposed by statute, contract or otherwise, owed by the defendant to the person injured. Without such duty, an injury is “damnum absque injuria”—injury without wrong. Thus, in order to prove facts sufficient to support a finding of negligence, a plaintiff must show that defendant had a duty to use due care, that he breached that duty, and that the breach was the proximate or legal cause of the resulting injury.

... [Courts have adopted a] multi-element duty assessment in determining whether a particular defendant owed a tort duty to a given plaintiff. These factors include: (1) the foreseeability of harm to the injured party; (2) the degree of certainty that the injured party suffered harm; (3) the closeness of the connection between the defendant’s conduct and the injury suffered; (4) the moral blame attached to the defendant’s conduct; (5) the policy of preventing future harm; (6) the extent of the burden to the defendant; and (7) the consequences to the community of imposing a duty to exercise care, with resulting potential liability.

81 Cal. App. 4th 377, 401 (2000) (citations omitted). The particular defendant’s above-described duty and liability is not dependent on anyone else’s misconduct, negligence, or other liability. In fact, the court held that the pretrial record did not conclusively eliminate the possibility of the BSA’s

liability, but it did show that there were no triable issues of fact with respect to the Church's liability stemming from the Scouts' use of Church property to hold troop meetings. Id. at 413. The court further held that the plaintiff failed to proffer material facts to support his claim against the Church alleging premises liability, as the plaintiff failed to claim that there were facts that put or should have put the Church on notice of the molestation, nor did the plaintiff claim the Church could have taken effective steps to prevent the sexual molestation. Id.

In Roe No. 1 v. Boy Scouts of America Corp., the plaintiff sued the BSA and local council for child sexual abuse he suffered by his stepfather who was also the assistant scoutmaster for his troop. 147 Conn. App. 622, 631 (2014). The appellate court affirmed the trial court's grant of a summary judgment motion in favor of the BSA and local council, finding no genuine issue of material fact since the plaintiff failed to present evidence to counter the defendants' evidence that, under the organizational structure of the Boy Scouts, the local chartered organization is responsible for the selection and supervision of troop leaders. Id. at 642. The court reached this conclusion based on its finding that the BSA and local council were not in control of the situation and that it was the local chartered organization that was responsible for selecting and supervising its adult volunteers. Id. at 644.

In L.P. v. Oubre, the court held that the plaintiffs, parents of a child sexually abused in scouting, adequately pleaded a cause of action for negligence against the BSA and local council. 547 So.2d 1320, 1323-24 (La. Ct. App. 1989). The court found that the plaintiffs adequately pleaded a duty owed by the BSA and local council, alleging that, under the auspices of the BSA, the local council undertook to promote, administer, and supervise the boy scout program in their community; that the local council know or should have known that the scoutmaster had sexually molested troop members; that the defendants failed to investigate the scoutmaster's background, failed to supervise

him and the scouts themselves and failed to inform the parents of the scoutmaster's sexual abuse of troop members. Id. at 1323-24.

In N.K. v. Corp. of Presiding Bishop of Church of Jesus Christ of Latter-Day Saints, 175 Wash. App. 517, 530 (2013), the court held that for the plaintiff, a former scout, to show that the church had a duty, based on a special relationship, to protect him from sexual molestation, he did not need to prove that the church had prior specific knowledge that the scout leader posed a threat. After considering allegations that the church selected the scoutmasters and adult volunteers for the troop, the church chapel was the registered meeting place for the troop, the church actively encouraged children of the congregation to participate in scouting and it paid for the boys' participation in the troop, the church held out the abusive scoutmaster as a youth leader who could be safely trusted with children, the church owned a scouting cabin where the boys participated in meetings and scouting activities away from the custody and protection of their parents, the scoutmaster sometimes took the plaintiff to the cabin outside of meeting times and molested him there, and the scoutmaster also molested the plaintiff after scout meetings, the court found that the church had a protective relationship with the former scout that gave rise to a duty to protect him from foreseeable harm. Id. at 532-33. In contrast, the court found that the BSA and local council did not have a protective relationship with the former scout that gave rise to a duty to protect him from foreseeable harm. Id. at 534-35.

As the above sampling of cases demonstrate, a nondebtor's liability is based on its own conduct and relationship with the child. The liabilities of a local council, chartered organization, or other entities such as religious orders do not derive from or depend upon the liability of the BSA. As Survivors' claims against these non-directors are based on nondebtors' direct, individual liability and are not derivative of the BSA's liability, the Court lacks jurisdiction to release Survivors' direct claims against these nondebtors. Accordingly, the Plan must be denied confirmation.

3. Assuming the Bankruptcy Code Authorizes Nondebtor Releases, the Releases in the Plan Fail under Third Circuit Precedent and Master Mortgage.

In the Third Circuit, bankruptcy courts look to several factors in determining whether to grant a nonconsensual release and permanent injunction of a third party's claim against a nondebtor. In re Continental Airlines, 203 F. 3d at 217 n.17. Although the Third Circuit declined to establish its own rule regarding the conditions under which nondebtor releases and permanent injunctions are appropriate or permissible, the Third Circuit has considered the propriety of nondebtor releases under tests established by sister Circuits that authorize such releases and injunctions, and has rejected such releases and injunctions as failing to meet the hallmarks of permissible nonconsensual releases—fairness, necessity to the reorganization, and specific factual findings to support these conclusions, id. at 214—and reasonable consideration given in exchange for the release and permanent injunction, id. at 215.

Regarding fairness, a plan provision is unfair if it releases the liabilities of nondebtors without providing additional compensation to a creditor being forced to release claims against nondebtors. In re Continental Airlines, 203 F. 3d at 213 (citing AOV Indus., Inc., 792 F. 2d 1140, 1154 (D.C. Cir. 1986)). Here, the Plan is unfair to Survivors who are being forced to give up claims against local councils, chartered organizations, and other entities while receiving little to nothing in exchange. Although the 251 local councils may contribute funds to the Settlement Trust, there is no allocation of specific local council funds to Survivors who have claims against such local council; instead, the funds from all local councils are simply provided to the Settlement Trust for general payment of unknown debts (Trust expenses, compensation to Survivors?). For example, the Aloha Council may contribute approximately \$1.3 million to the Settlement Trust, yet none of that money is being allocated to the almost 200 Survivors (including Lujan Claimants) who have claims against the Aloha Council. Even if the \$1.3 million was allocated only to Survivors with claims against the Aloha Council, the average payout to the Survivor is less than \$7,000, which is a pittance for

compensating the horrific claims at issue in this case, i.e., child sexual abuse. As for chartered organizations and other entities such as religious orders, except for The Church of Jesus Christ (“the TCJC”) and potentially the United Methodist Church, these nondebtors are paying absolutely nothing in exchange for release of liabilities for post-1975 claims, claims insured by Settling Insurance Companies, and pre-1976 claims to the extent that such releases are supported by additional compensation from BSA and/or the local councils. The release of these nondebtors without their payment of compensation is undoubtedly unfair to Survivors who have claims against these nondebtors, including Lujan Claimants. Assuming that a chartered organization or other entity agrees in the future to provide a substantial contribution of their funds in exchange for releases and permanent injunctions, the nonconsensual releases and injunctions will still be unfair as, except in the case of the TCJC, these funds will go toward the general pot in the Settlement Trust and are not reserved to compensate only Survivors who have claims against these nondebtors, resulting in these Survivors receiving little to nothing in exchange for the release of their claims. As for insurers, the release and permanent injunction of claims to collect from non-settling insurers, including direct action claims (such as Lujan Claimants’ direct action claims), are obviously unfair as these insurers are providing no compensation whatsoever and may never provide compensation in the future, despite the best efforts of the Settlement Trustee to pursue payment owed under insurance policies issued by non-settling insurers. Even with settling insurers, such as Century and Chubb and Hartford, the releases are unfair as the implicated coverage limits and liabilities greatly exceed the actual settlement amounts contributed by these settling insurers. Given the fact that the primary insurance policies of Century and Hartford were mostly non-aggregate and mostly covered \$500,000 per occurrence for each policy year, and that these same settling insurers provided non-aggregate excess insurance coverage of up to \$2 million per occurrence, Debtors will be unable to prove the fairness of a Century and Chubb release in exchange for their mere payment of \$800 million, and Debtors

will be unable to prove the fairness of a Hartford release in exchange for mere payment of \$787 million. The payments by local councils and settling insurers are also unreasonable given their liability exposure, the substantial assets of nondebtors where the assets are disclosed, and Debtors' failure to disclose the assets of nondebtors such as settling insurers. Debtors will fail to meet their burden of demonstrating fairness and reasonable consideration.

Additionally, the release and permanent injunction of Survivors' claims against nondebtors are certainly unnecessary to the success of Debtors' reorganization. Debtors have admitted multiple times, even in testimony before this Court, that the BSA Toggle Plan is feasible. Debtors proposed the Toggle Plan, which releases no nondebtors (and certainly not local councils, chartered organizations, insurers, and religious orders) and permanently enjoins no claims against nondebtors, in their Second Amended, Third Amended, and Fourth Amended Plans. (D.I. 2592, 5368, 5484, respectively.) Notably, nondebtors, including but not limited to chartered organizations, have previously expressed their attraction to a plan that would preserve third party claims against nondebtors. (See, e.g., TCJC's Objection to Second Amended Plan (D.I. 3263) at 11-12 (stating that, unlike Global Resolution Plan, hypothetical chapter 7 liquidation would not enjoin chartered organization from pursuing valuable insurance rights in BSA insurance policies)⁴; Joinders of Roman Catholic Archbishop of Los Angeles and its Related BSA-Chartered Organizations and Roman Catholic Diocese of Brooklyn, New York to TCJC Objection to Disclosure Statement (D.I. 4092, 6044).) As the Guam Committee has argued, Debtors' successful reorganization does not depend on Lujan Claimants losing their right to be compensated in debtor Archbishop of Agana's bankruptcy case, including from the Archbishop's personal assets and separate insurance, especially as this treatment was not automatic or granted to debtor chartered organizations or objecting chartered

⁴ In light of their settlement with Debtors, the TCJC later withdrew its objection and supplemental objection to the amended disclosure statement. (D.I. 6233.)

organizations in the original Modified Fifth Amended Plan, which is the only Solicitation Version disclosed to Survivors for vote. As Debtors admittedly can successfully reorganize without nonconsensual releases and permanent injunctions of third party claims against nondebtors, confirmation of the Plan with nonconsensual nondebtor releases and injunctions must be denied.

Although the Third Circuit has not explicitly adopted factors set forth in In re Master Mortgage Investment Fund, Inc., 168 B.R. 930 (Bankr. W.D. Mo. 1994), courts in the Third Circuit have considered Master Mortgage factors in determining whether to grant nonconsensual releases and permanent injunctions of third party claims against nondebtors. See, e.g., In re Wash. Mut., Inc., 442 B.R. 314, 349 (Bankr. D. Del. 2011); In re Indianapolis Downs, LLC, 486 B.R. 286, 303 (Bankr. D. Del. 2013); In re Millennium Lab Holdings, II, LLC, 575 B.R. 252, 272 (Bankr. D. Del. 2017).

The factors are:

- (1) There is an identity of interest between the debtor and the third party, usually an indemnity relationship, such that a suit against the non-debtor is, in essence, a suit against the debtor or will deplete assets of the estate.
- (2) The non-debtor has contributed substantial assets to the reorganization.
- (3) The injunction is essential to reorganization. Without the it [sic], there is little likelihood of success.
- (4) A substantial majority of the creditors agree to such injunction, specifically, the impacted class, or classes has “overwhelmingly” voted to accept the proposed plan treatment.
- (5) The plan provides a mechanism for the payment of all, or substantially all, of the claims of the class or classes affected by the injunction.

In re Master Mortgage, 168 B.R. at 935. Here, the Master Mortgage factors do not support release and injunction of Survivors’ claims against local councils, chartered organizations, insurers, and religious orders.

There is no identity of interest between Debtors and local councils, chartered organizations, insurers, and religious orders. BSA admits that BSA, local councils, and chartered organizations are “three entirely separate legal entities” who, although having a common goal of youth character development as expressed in the Scouting Program, have no control over the other. (Notice of Filing

of Ex. A to Objection to Adequacy of Debtors' Disclosure Statement (Decl. of National E. Marshall) (D.I. 3949-1) at 5 (describing relationship between BSA, local councils, and chartered organization). Each local council is separately incorporated nonprofit organization which raises and disburses its own funds and has its own board of directors. (Id.) BSA itself claims that it is chartered organizations, and not BSA and local councils, who directly administer the Scouting Program at the troop level and who own and operate the troops or units. (Id. at 5-6.) Further, Debtors have not disclosed an indemnity relationship with the Aloha Council or any of the chartered organizations or religious orders. As for insurers, a direct action against insurers will not deplete BSA's estate, but in fact does the opposite by compensating Survivors with insurance proceeds, thereby preserving estate assets. Accordingly, this factor weighs against nondebtor releases and injunctions.

In the Plan, none of the nondebtors are contributing substantial assets to compensate Survivors. The local councils collectively are failing to contribute more than \$1 billion in unrestricted net assets to compensate Survivors, (Amended Disclosure Statement (D.I. 6445) at 431), despite the filing of over 82,000 proofs of claim for child sexual abuse, Debtors' estimated range of total value of abuse claims at \$2.4 billion to \$7.1 billion, (id. at 34), the Future Claimants' Representative's forecast of future claims liability of approximately \$5 billion, (id. at 95), and the Settlement Trust's compensation of not only Direct Abuse Claims for which a proof of claim was timely filed in this case but also Direct Abuse Claims against local councils for which no proof of claim was timely filed, (Plan Ex. A (TDP at 5) (D.I. 7832) at 149). The TCC's analysis (based only on 41,750 proofs of claim that identified a local council) shows that current total direct abuse claims against local councils are valued between approximately \$7 billion to \$41 billion and that the local councils are contributing only 4.56% to 24.47% of their unrestricted net assets to pay Survivors. (Amended Disclosure Statement (D.I. 6445) at 431.) Specifically, the TCC found that the Aloha Council has direct abuse claim liability (based on 175 unique proofs of claim, 75 of which are Lujan

Claimants’) between \$69,713,750 and \$314,910,450, yet is only contributing \$1,338,358, or between 1.9% to 8.57% of its unrestricted net assets. (*Id.* at 427.) Again, except for the TCJC and potentially the United Methodist Church, none of the chartered organizations are contributing any of their assets to compensate Survivors for the release of Survivors’ claims against them. In exchange for debtor Archbishop of Agana’s release of post-1975 liability and apparent release of pre-1976 liability, the Archbishop is paying nothing, even though most Lujan Claimants are creditors in the Archbishop’s bankruptcy case, the Archbishop has personal assets valued at tens of millions of dollars, the Archbishop has its own insurance policies, and none of these assets are being contributed to the BSA Settlement Trust to pay Survivors with claims against the Archbishop. Lujan Claimants should not be restricted from recovering in the Guam bankruptcy case, especially since they clearly are not receiving something of “indubitably equivalent value” to replace their released claims against the Archbishop. In re Charles Street African Methodist Episcopal Church of Boston, 499 B.R. 66, 102 (Bankr. D. Mass. 2013) (objection of “sole affected creditor” to plan weighs in favor of rejecting a nondebtor release where the plan does not replace the nonconsensual release with something of “indubitably equivalent value to the affected creditor”). Like almost all chartered organizations, no religious order is paying a penny in exchange for release of Survivor claims against them. Debtors have failed to provide any information justifying release of these entities, such as a supposed status as chartered organizations, and have failed to provide any information regarding religious orders’ assets to demonstrate a substantial contribution by any of them. As concerns Lujan Claimants with claims against the Catholic Church, the chartered organization was the Archbishop of Agana, and not religious orders such as the Capuchin Franciscans, Carmelites, or School Sisters of Notre Dame. Similarly, Debtors have failed to disclose any information on insurers’ assets to prove a substantial contribution justifying release and permanent injunction of claims, including direct action claims not only against settling insurers but also non-settling insurers who may never contribute to the

Settlement Trust. Given the billions in dollars of insurers' exposure and liability, especially since the insurance policies provided non-aggregate limits until the mid-1980s, Debtors will be unable to show a substantial contribution by the insurers. As Lujan Claimants are not being adequately protected or compensated for release and injunction of their direct action claims against insurers, they clearly are not receiving anything of indubitably equal value to replace their direct action rights. This factor weighs heavily against release and injunction of third party claims against nondebtors.

As explained earlier, the nonconsensual release and permanent injunction of third party claims against nondebtors are not necessary to Debtors' successful reorganization, as Debtors continue to maintain that the BSA Toggle Plan, containing no third party releases or injunctions, is a feasible plan for their reorganization. This factor strongly supports rejection of release and injunction of third party claims against nondebtors.

The fourth factor—creditor approval of the release and permanent injunction—is “the single most important factor.” In re Master Mortgage, 168 B.R. at 938. The Third Circuit has identified as a “key consideration[.]” “whether affected parties overwhelmingly have agreed to accept the proposed treatment.” In re Continental Airlines, 203 F. 3d at 217 n.17 (listing Master Mortgage factors). In chapter 11 non-asbestos cases where third party releases have been approved, courts have interpreted overwhelming creditor support to mean that at least 90% of affected voting creditors accept the plan. See In re Wool Growers Cent. Storage Co., 371 B.R. 768, 777 (Bankr. N.D. Tex. 2007) (“Most courts have held that factor four [of the Master Mortgage factors] is satisfied when over ninety percent of the impacted creditors approve the plan.”); In re Heron, Burchette, Ruckert & Rothwell, 148 B.R. 660, 674 (Bankr. D.D.C. 1992) (citing to overwhelming support of plan with releases as indicative of “good faith”; “Of the 64 creditors voting—other than partners of the debtor—62 voted for the plan or roughly 97%.”). Here, the Final Voting Report reveals that only 73.57% of voting Survivors (i.e., Class 8 Direct Abuse Clams holders) voted to accept the Plan, thus

showing that, overall, Debtors **LOST THE VOTE** of Survivors. (Decl. of Catherine Nownes-Whitaker of Omni Agent Solutions Regarding Solicitation of Votes & Final Tabulation of Ballots Cast (D.I. 8345) Ex. A at 2.) Debtors similarly lost the vote of Class 9 Indirect Abuse Claims holders, of whom only 69.57% of voters voted to accept the plan. (Id.) When viewing the voting outcome in greater detail, it will undoubtedly show that many affected creditors losing claims against specific local councils, chartered organizations, insurers, and other entities like religious orders, voted to reject the Plan, thereby showing a failure by Debtors to obtain the overwhelming support of affected creditors for Plan releases against these specific nondebtors. For instance, Lujan Claimants have no doubt that, of the 82,000+ Survivors who have filed proofs of claim here, they are the vast majority of Survivors in this case who have claims against the Archbishop of Agana and religious orders such as the Capuchin Franciscans, Carmelites, and School Sisters of Notre Dame in Guam. In fact, of the nearly 200 Survivors who have asserted claims against the Aloha Council, Lujan Claimants constitute more than 37% of such Survivors. As 73 of the 75 Lujan Claimants voted, and all but one of the 73 voted to reject the Plan, it is clear that, as affected creditors with claims against these nondebtors, Debtors lost the vote to support release and injunction of claims against the Archbishop of Agana, the religious orders, *and* the Aloha Council, meaning they failed to obtain at least 90% voter acceptance of the treatment in the Plan. Debtors should be required to file or present publicly a breakdown of the vote by claims against local councils, chartered organizations, insurers, and other entities such as religious orders, which will reveal the extent of the lost vote by affected creditors. Having failed to win overwhelming support from affected creditors, this most important factor of the Master Mortgage factors mandates rejection of the Plan's nonconsensual release and permanent injunction of third party claims against nondebtors.

The fifth factor—payment of all or substantially all of the claims—is also not met by the Plan, as Debtors estimate that, if Direct Abuse Claims are valued at \$7.1 billion, Survivors will

recover payment of 10 to 21% on their claims, plus additionally insurance rights that hypothetically are expected to yield up to 100% recovery. (Amended Disclosure Statement (D.I. 6445) at 29.) Debtors also estimate that, if Direct Abuse Claims are valued at the very low end at \$2.4 billion, Survivors will recover payment of 31 to 63% on their claims, plus additional insurance rights that hypothetically are expected to yield up to 100% recovery. (*Id.*) Lujan Claimants dispute Debtors' grossly low estimated value of Direct Abuse Claims. Even if Debtors' valuation is correct, the Plan still fails to provide for payment of all or substantially all of Survivors' claims. See In re Wool Growers, 371 B.R. at 778 (finding the fifth factor, full or almost full payment of the affected claims, not satisfied where affected creditors will recover, at best, 60 to 70% of their claims). This is especially true as to Lujan Claimants who will lose their ability to pursue claims against the Aloha Council, Aloha Council's separate insurers, the Archbishop of Agana and its separate insurers, and BSA insurers. The factor strongly disfavors nonconsensual release and injunction of third party claims against nondebtors.

As the Master Mortgage factors weigh heavily against approval of nonconsensual releases of third party claims against nondebtors, the Plan must be denied confirmation.

B. THE PLAN FAILS THE BEST INTEREST OF CREDITORS TEST.

Pursuant to the best interest of creditors test set forth in section 1129(a)(7), a Chapter 11 plan cannot be confirmed unless the plan provides each dissenting, impaired creditor at least as much as the creditor would be paid if the debtor liquidated under Chapter 7. In a Chapter 7 liquidation, nondebtor releases are not permitted. See, e.g., In re Mrs. Weinberg's Kosher Foods, 278 B.R. 358, 365-66 (Bankr. S.D.N.Y. 2002) (holding in this chapter 7 case that bankruptcy courts may not use a channeling injunction to enjoin a creditor from prosecuting direct claims against a nondebtor); In re Optical Tech., Inc., 216 B.R. 989, 990-94 (M.D. Fla. 1997) (adopting Master Mortgage but striking the actual releases contained in the debtors' liquidating plan because "where ... a plan of

reorganization provides for the total liquidation of the debtor, the factors of Master Mortgage cannot be met”).

A plan of reorganization is unconfirmable for violating the best interests of creditors test, where the plan requires that creditors who are entitled to a Chapter 7 liquidation distribution must release nondebtors in order to receive any payment under the Chapter 11 plan. In re Conseco, Inc., 301 B.R. 525, 527-28 (Bankr. N.D. Ill. 2003).

Here, the Plan fails the best interest of creditors test because the Plan releases Survivors’ claims against and enjoins them from suing nondebtors and requires that, in order to receive a distribution under the Plan, the Survivor must sign a release of all Protected Parties (such as local councils, contributing chartered organizations, and settling insurers) and chartered organizations. (Plan (D.I. 7832) Ex. A at 8-9, 12, 21-22.) As Survivors can only receive payment under the Plan if they sign a release of their claims against local councils, chartered organizations, and settling insurers, the Plan deprives them of their claims against these nondebtors, which they would still be able to retain in a chapter 7 liquidation. Furthermore, the Insurance Entity Injunction prohibits Survivors from recovering payment under insurance policies issued by Non-Settling Insurers, thereby precluding Lujan Claimants from exercising their statutory rights to file direct actions against these Non-Settling Insurers. Since, in a Chapter 7 liquidation, Survivors would be able to pursue their claims against local councils, chartered organizations, and settling and non-settling insurers of such nondebtors, the Plan clearly fails to pay Lujan Claimants at least as much as they would be paid if Debtors liquidated under Chapter 7.

Perhaps most sinister is that the Plan precludes Lujan Claimants, who are also creditors in the ongoing bankruptcy case of the Archbishop of Agana, from recovering compensation through the Archbishop of Agana bankruptcy case, despite the fact that they have proofs of claim in that Guam bankruptcy case filed since 2019, several months *before* Debtors filed this consolidated

action. These Lujan Claimants, at least 70 in number, appear to be enjoined in the Plan from seeking compensation from debtor chartered organizations (who are treated as opt-out chartered organizations), as the Plan's Channeling Injunction provision states that "the sole recourse of any holder of an Opt-Out Abuse Claim against an Opt Out Chartered Organization on account of such Opt-Out Abuse Claim shall be to and against the Settlement Trust ... and such holder shall have no right whatsoever at any time to assert such Opt-Out Abuse Claim against any Opt-Out Chartered Organization or any property or interest in property of any Opt-Out Chartered Organization." (Plan Art. X.F.1.) The Plan further provides a reservation: "Notwithstanding anything to the contrary in this Article X.F., the Channeling Injunction shall not enjoin: ... the rights of holders of Abuse Claims that are not Opt-Out Abuse Claims to assert such Abuse Claims against any Opt-Out Chartered Organization (unless such Opt-Out Chartered Organization becomes a Protected Party under Article IV.1)[.]" (Plan Art. X.F.3.) This appears to mean that the channeling injunction enjoins Lujan Claimants from asserting against debtor Archbishop of Agana claims for abuse that occurred post-1975, even though they already have timely filed proofs of claim which are subject to disposition, including allowance or disallowance, before Chief Judge Frances Tydingco-Gatewood⁵ of the District Court of Guam. Similarly, the Plan's Insurance Entity Provision prohibits Survivors with claims of abuse post-1975 from pursuing compensation from insurance, except the Injunction shall not enjoin "the rights of any Person to assert or prosecute (i) an Abuse Claim against an Opt-Out Chartered Organization to the extent that such Claim is not under an insurance policy issued by a Settling Insurance Company" (Plan Art. X.H.2, 3.d.) It is unclear whether the Insurance Entity Injunction prohibits Survivors from seeking insurance compensation from post-1975 BSA insurance or from a Settling Insurance Company, but a reasonable interpretation is that

⁵ Chief Judge Tydingco-Gatewood is only one of two judges out of 94 chief judges in the United States who must also sit as Chief Bankruptcy Judge. See <https://www.gud.uscourts.gov/attorneys/hon-frances-tydingco-gatewood-chief-judge>.

the Injunction enjoins Lujan Claimants from seeking compensation from post-1975 BSA insurance, or from a Settling Insurance Company. In effect, the Plan appears to give debtor chartered organizations, including debtor Archbishop of Agana, Limited Protected Party status (i.e., immunity from post-1975 abuse claims), even though they have “opted out” by objecting, as the Archbishop of Agana has done here. Incredibly, the Plan also appears to release the Archbishop of pre-1976 liability. (Guam Committee Objection (D.I. 8683) at 14 n. 37 (citing Plan Art. X.J.3). This is entirely unfair as Lujan Claimants have pursued their abuse claims by filing civil lawsuits against the Archbishop since as early as 2017 and then by filing proofs of claim in the Archbishop’s bankruptcy case. Further, this is unfair treatment of Lujan Claimants, as the Archbishop of Agana has its own personal assets, its own non-BSA insurance, and its separate rights to post-1975 BSA insurance as an additional insured. Not only is this treatment unfair, but it is also clearly unnecessary to Debtors’ successful reorganization, as the Solicitation Version of the Plan did not grant Limited Protected Party status, much less pre-1976 release of liability, to an objecting debtor chartered organization, thereby allowing Lujan Claimants to pursue claims against the objecting Archbishop of Agana for post-1975 and pre-1976 abuse. This change in the treatment of Lujan Claimants occurred merely 10 days before the voting deadline, with the filing of the Second Modified Fifth Amended Chapter 11 Plan, as to which Debtors gave no additional disclosure to creditors, even though the Second Modified Plan provided vastly worse treatment for Survivors with post-1975 abuse claims against debtor chartered organizations. In a Chapter 7 liquidation, Lujan Claimants with timely filed proofs of claim in the Archbishop of Agana bankruptcy case would not be restricted from receiving compensation from the Guam bankruptcy case; they would maintain their claims to be paid from the Archbishop’s personal assets and they would be able to pursue compensation from the Archbishop’s non-BSA insurance, as well BSA insurance based on the Archbishop’s status as an additional insured.

As the Plan releases Lujan Claimants' claims against nondebtors, without Lujan Claimants' consent, and requires such release in order for them to be paid at all (including from BSA's personal assets), the Plan fails to meet the best interests of creditors test as to Lujan Claimants and must be denied confirmation.

C. THE PLAN IMPERMISSIBLY VIOLATES LUJAN CLAIMANTS' DIRECT ACTION RIGHTS AGAINST INSURERS AND TREATS LUJAN CLAIMANTS UNEQUALLY.

Under Guam law, 22 GCA § 18305, Lujan Claimants have a right of direct action against insurers of persons or entities liable for personal injury, including BSA, local councils, and chartered organizations. Yet, the Plan disregards Lujan Claimants' statutory right to directly sue insurers of liable persons or entities. If confirmed, the Plan wrongly enjoins Lujan Claimants from suing both settling and non-settling insurers and fails to adequately protect and compensate Lujan Claimants. Further, the Plan treats Lujan Claimants unequally compared to survivors of abuse who lack prejudgment direct action rights against insurers.

1. Pursuant to the McCarran-Ferguson Act, Lujan Claimants Have the Power to Exercise Direct Action Rights against Insurers, as Guam's Direct Action Statute Reverse Preempts Bankruptcy Code Provisions that Do Not Specifically Relate to the Business of Insurance and that Operate to Invalidate, Impair, or Supersede the Right of Direct Action under Guam Law.

In 1945, Congress passed the McCarran-Ferguson Act "to restore the supremacy of the States in the realm of insurance regulation." United States Dep't of Treasury v. Fabe, 508 U.S. 491, 500 (1993). This federal statute was enacted in response to the United States Supreme Court's decision in United States v. South-Eastern Underwriters Ass'n, 322 U.S. 533 (1944), which held that an insurance company that conducted a substantial part of its business across state lines was engaged in interstate commerce and thereby was subject to the antitrust laws. Id. at 499. The holding in South-Eastern Underwriters was widely viewed as a threat to state power to tax and regulate the insurance industry. Id. at 499-500. To allay these fears, Congress moved quickly to enact the McCarran-

Ferguson Act which “makes its mission very clear: ‘Congress hereby declares that the continued regulation and taxation by the several States of the business of insurance is in the public interest, and that silence on the part of the Congress shall not be construed to impose any barrier to the regulation or taxation of such business by the several States.’” *Id.* at 500 (quoting 15 U.S.C. § 1011). A year after passage of the Act, the Supreme Court observed of the federal statute: “Obviously Congress’ purpose was broadly to give support to the existing and future state systems for regulating and taxing the business of insurance.” *Id.* at 500 (quoting Prudential Ins. Co. v. Benjamin, 328 U.S. 408, 429 (1946)). Congress achieved this purpose, first, “‘by removing obstructions which might be thought to flow from [Congress’] own power, whether dormant or exercised, except as otherwise expressly provided in the Act itself or in future legislation,’” and, second, “‘by declaring expressly and affirmatively that continued state regulation and taxation of this business is in the public interest and that the business and all who engage in it “shall be subject to” the laws of the several states in these respects.’” *Id.* (quoting Prudential Ins., 328 U.S. at 429-30).

Section 2(b) of the McCarran Ferguson Act provides: “No Act of Congress shall be construed to invalidate, impair, or supersede any law enacted by any State for the purpose of regulating the business of insurance ... unless such Act specifically relates to the business of insurance.” 15 U.S.C. § 1012(b). As used in the Act, the term “State” includes the several States, Alaska, Hawaii, Puerto Rico, Guam, and the District of Columbia. 15 U.S.C. § 1015. A federal statute is reverse preempted under the Act if (1) the federal statute does not specifically relate to the business of insurance, (2) the state statute was enacted for the purpose of regulating the business of insurance, and (3) the federal statute would invalidate, impair, or supersede the state statute. *In re PRS Ins. Group, Inc.*, 294 B.R. 609, 612 (Bankr. D. Del. 2003) (citing, e.g., *In re Amwest Ins. Group*, 285 B.R. 447, 451 (Bankr. C.D. Cal. 2002)). To the extent that the Plan prohibits Lujan Claimants from directly suing

insurers of the BSA, local councils, chartered organizations, or any entity against whom Lujan Claimants or any of them have a claim, the Plan violates the McCarran-Ferguson Act.

The first factor is met in this case, as “there is no question that the Bankruptcy Code does not specifically relate to the business of insurance.” In re Advanced Cellular Systems, 235 B.R. 713, 719 (1999). The Supreme Court has explained that “[m]any federal statutes with potentially pre-emptive effect, such as the bankruptcy statutes, use general language that does not appear to ‘specifically relate’ to insurance.” Barnett Bank of Marion County, N.A. v. Nelson, 517 U.S. 25, 42 (1996). In fact, the Bankruptcy Code expressly states that a domestic insurance company is not eligible for relief as a debtor. PRS Ins. Group, 294 B.R. at 612 (citing 11 U.S.C. § 109(b)(2)). In PRS Ins. Group, the Delaware Bankruptcy Court concluded that “the Bankruptcy Code does not specifically relate to the business of insurance.” Id.

Review of the specific Plan provisions supports the conclusion that the Bankruptcy Code provisions cited by Debtors do not specifically relate to the business of insurance. The Plan provides that, pursuant to section 1123(b) of the Bankruptcy Code, holders of Abuse Claims shall discharge and release all claims against Protected Parties, including settling insurers of Debtors, and the property of Protected Property, including the insurers of local councils (as all local councils are Protected Parties), regardless of whether the local council-only insurer is a settling or non-settling insurer.⁶ (Plan Art. X.J.3.) The Plan further provides for an Insurance Entity Injunction to be issued,

⁶ The Plan states:

As of the Effective Date ..., pursuant to section 1123(b) of the Bankruptcy Code, ... all holders of Abuse Claims shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release: (a) each and all of the Protected Parties and their respectively property and successors and assigns of and from all Abuse Claims and any and all Claims and Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, veil piercing or alter-ego theories of liability, successor liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to such Abuse Claims

....

(Plan Art. X.J.3.)

pursuant to the equitable jurisdiction and power of the Bankruptcy Court and District Court under section 105(a) of the Bankruptcy Code, to facilitate the Insurance Assignment, protect the Settlement Trust, and preserve Settlement Trust Assets. (Plan Art. X.H.1.) The Insurance Entity Injunction in the Plan enjoins holders of Abuse Claims from pursuing claims, including but not limited to commencing an action, against any Insurance Company.⁷ (Plan Art. X.H.2.) The Plan further provides for a channeling injunction, pursuant to the exercise of jurisdiction and power of the Bankruptcy Code and District Court under section 105(a) of the Bankruptcy Code, to preserve and promote the settlements contemplated by and provided for in the Plan, including the Abuse Claim Settlement, the Insurance Settlements, and the TCJC Settlement, and to supplement, where necessary, the injunctive effect of the Discharge. (Plan Art. X.F.1.) The Channeling Injunction provides that the sole recourse of any holder of an Abuse Claim against a Protected Party, Limited Protected Party (on account of a Post-1975 Chartered Organization Abuse Claim or where the Abuse Claim is covered by a policy issued by a Settling Insurance Company), or Opt-Out Chartered Organization, shall be to and against the Settlement Trust pursuant to the Settlement Trust Documents, and such holder shall have no right whatsoever at any time to assert such Abuse Claim against any Protected Party, Limited Protected Party, Opt-Out Chartered Organization or any property or interest of any such Protected Party, Limited Protected Party, or Opt-Out Chartered

⁷ The Insurance Entity Injunction provision in the Plan states:

Subject to the terms of Article X.E and Article X.F, except for Opt-Out Chartered Organizations with respect to Non-Settling Insurance Companies and Participating Chartered Organizations with respect to Non-Settling Insurance Companies coverage for Abuse Claims that arose prior to January 1, 1976, all Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any claim or cause of action (including any Abuse Claim or any claim for or respecting any Settlement Trust Expense) against any Insurance Company based upon, attributable to, arising out of, or in any way connected with any Abuse Insurance Policy or other insurance policy issued by a Settling Insurance Company covering Abuse Claims, whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such claim or cause of action

(Plan Art. X.H.2.)

Organization. (Plan Art. X.F.1.) Further, the Plan states that all Abuse Claims against insureds and co-insureds covered under any insurance policies issued by the Settling Insurance Companies shall be channeled under Article X.F.1 and released under Article X.J.6 as provided in the Insurance Settlement Agreements. (Plan Art. X.F.2.) Notwithstanding anything to the contrary in Article X.F, the Channeling Injunction shall not enjoin the rights of holders of Abuse Claims to assert such an Abuse Claim against the Settlement Trust in accordance with the Trust Distribution Procedures, a Limited Protected Party to the extent such Abuse Claims arose prior to January 1, 1976, and are not covered by any insurance policy issued by a Settling Insurance Company, an Opt-Out Chartered Organization to the extent such Abuse Claim is not covered by any insurance policy issued by a Settling Insurance Company, or an Opt-Out Chartered Organization unless it becomes a Protected Party. (Plan Art. X.F.3.)

As discussed above, the Plan cites sections 105(a) and 1123(b) of the Bankruptcy Code as providing authority to prohibit survivors' direct action rights against insurers. However, neither section 105(a) nor section 1123(b) specifically relate to the business of insurance.

Section 105(a) of the Bankruptcy Code provides:

(a) The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Debtors cite the equitable jurisdiction and power of the Bankruptcy Court and District Court under section 105(a) as authorizing the Insurance Entity Injunction and Channeling Injunction, which both prohibit creditors from bringing actions or claims against insurers of Protected Parties, including BSA, all local councils, and certain chartered organizations. However, the Third Circuit held in In re Combustion Eng'g, Inc., that section 105(a) does not give the court the power to create substantive rights that would otherwise be unavailable under the Bankruptcy Code, and

vacated the channeling injunction. 391 F. 3d 190, 238 (3d Cir. 2004). In In re Continental Airlines, the Third Circuit rejected as extra-statutory the provision in a plan of reorganization that released claims against former and current directors of debtor Continental, and that permanently enjoined shareholder actions against them, finding that the Bankruptcy Code “does not explicitly authorize the release and permanent injunction of claims against non-debtors, except in one instance not applicable here.” 203 F. 3d 203, 211 (3d Cir. 2000). That one instance is asbestos cases. In fact, as noted earlier, the Third Circuit has never identified any section of the Bankruptcy Code that authorizes nondebtor releases in non-asbestos cases. Since, by its terms, section 105(a) clearly does not specifically relate to the business of insurance, the Third Circuit has held that section 105(a) does not allow for the creation of substantive rights not otherwise available under the Bankruptcy Code, and the Third Circuit has acknowledged that the Bankruptcy Code only explicitly authorizes the release and permanent injunction of claims against nondebtors only in asbestos cases, the only reasonable conclusion is that section 105(a) is not a federal statute that specifically relates to the business of insurance, including allowing the release and permanent injunction of claims against insurers in non-asbestos cases.

Turning to section 1123(b), that statute provides:

- (b) Subject to subsection (a) of this section, a plan may—
- (1) impair or leave unimpaired any class of claims, secured or unsecured, or of interests;
 - (2) subject to section 365 of this title, provide for the assumption, rejection, or assignment of any executory contract or unexpired lease of the debtor not previously rejected under such section;
 - (3) provide for—
 - (A) the settlement or adjustment of any claim or interest belonging to the debtor or to the estate; or
 - (B) the retention and enforcement by the debtor, by the trustee, or by a representative of the estate appointed for such purpose, of any such claim or interest;
 - (4) provide for the sale of all or substantially all of the property of the estate, and the distribution of the proceeds of such sale among holders of claims or interests;

- (5) modify the rights of holders of secured claims, other than a claim secured by a security interest in real property that is the debtor's principal residence, or of holders of unsecured claims, or leave unaffected the rights of holders of any class of claims; and
- (6) include any other appropriate provision not inconsistent with the applicable provisions of this title.

11 U.S.C. § 1123(b). Like section 105(a), the language of section 1123(b) contains no express reference to insurance, including any provision allowing a release and permanent injunction of claims against insurers. Section 1123(b) simply lays out in detail what a plan of reorganization may contain. In re Purdue Pharma, 2021 WL 5979108, at *62. Similar to section 105(a), section 1123(b) is not a statute that specifically relates to the business of insurance.

While Debtors rely only upon sections 105(a) and 1123(b) as authority for the release and permanent injunction of claims against insurers, the Future Claimants' Representative ("FCR") and Coalition of Abused Scouts for Justice ("the Coalition") have cited as authority for such release and injunction section 1123(a)(5) of the Bankruptcy Code. (Joint Reply of FCR & Coalition in Support of Debtors' Disclosure Statement [D.I. 6246] at 26.) Section 1123(a)(5) provides:

(a) Notwithstanding any otherwise applicable nonbankruptcy law, a plan shall—

...

- (5) provide adequate means for the plan's implementation, such as—
 - (A) retention by the debtor of all or any part of the property of the estate;
 - (B) transfer of all or any part of the property of the estate to one or more entities, whether organized before or after the confirmation of such plan;
 - (C) merger or consolidation of the debtor with one or more persons;
 - (D) sale of all or any part of the property of the estate, either subject to or free of any lien, or the distribution of all or any part of the property of the estate among those having an interest in such property of the estate;
 - (E) satisfaction or modification of any lien;
 - (F) cancellation or modification of any indenture or similar instrument;
 - (G) curing or waiving of any default;
 - (H) extension of a maturity date or a change in an interest rate or other term of outstanding securities;
 - (I) amendment of the debtor's charter; or
 - (J) issuance of securities of the debtor, or of any entity referred to in subparagraph (B) or (C) of this paragraph, for cash, for property, for

existing securities, or in exchange for claims or interests, or for any other appropriate purpose

11 U.S.C. § 1123(a)(5). Section 1123(a) “contains a laundry list of things that a plan can include in order to make sure that resources are available to implement the plan – any of which can be ordered by a bankruptcy court.” In re Purdue Pharma, 2021 WL ____ at *63. However, as plainly seen from the language, insurance is nowhere mentioned in the statute. “Injunctions against the prosecution of third-party claims against non-debtors [including insurers], and the release of such claims, are nowhere to be found on that list.” Id. at *64. Section 1123(a)(5) does not by itself confer any substantive right. Id. Nor does it confer any special power on a bankruptcy court. Id. “Finally, and most important, Section 1123(a)(5) does not authorize a court to give its imprimatur to something the Bankruptcy Code does not otherwise authorize, simply because doing so would secure funding for a plan. Nothing in Section 1123(a)(5) suggests that the debtor has the right to secure sufficient funds for implementation by any means necessary.” Id.

Admittedly, in In re Federal-Mogul Global Inc., 684 F. 3d 355, 369 (3d Cir. 2012), the Third Circuit held that section 1123(a) preempts state law. In that case, the issue was whether a debtor could transfer its insurance rights to a section 524(g) asbestos trust notwithstanding the policies’ anti-assignment provisions. Id. at 366. In holding that section 1123(a) permitted the debtor to transfer its insurance rights to the asbestos trust, the Court did not consider the McCarran-Ferguson Act and whether section 1123(a) is a federal statute that specifically relates to the business of insurance. Instead, the Court recognized that section 1123(a) “by its express terms does not displace other portions of the Bankruptcy Code.” Id. at 371. Only in considering section 1123(a) in conjunction with section 524(g), which permits injunctions of claims against insurers in asbestos cases, did the Court reach its conclusion regarding preemption. As there is no statutory authority in the Bankruptcy Code allowing the release and permanent injunction of third party claims against insurers outside the

asbestos context, section 1123(a) standing alone cannot be construed as specifically relating to the business of insurance.

Clearly, Congress knows how to craft legislation that specifically references insurance, as it did in enacting section 524(g), which provides that, notwithstanding the provisions of section 524(e), the bankruptcy court may order an injunction barring claims against third parties that arise by reason of “the third party’s provision of insurance to the debtor or a related party.” 11 U.S.C. 524(g). Congress has never enacted a bankruptcy statute similar to section 524(g), permitting an injunction of claims against insurers in non-asbestos bankruptcy cases. Rather, except as stated in section 524(g), the rule governing all non-asbestos bankruptcy cases (such as Debtors’ case), is section 524(e) which provides that “discharge of a debt of the debtor does not affect the liability of any other entity on, or the property of any other entity, for such debt.” Therefore, considering 1123(a) in a non-bankruptcy case subject to the rule in section 524(e), these Bankruptcy Code provisions cannot be construed as specifically relating to the business of insurance.

Regarding the second factor, the Supreme Court has stated that “[t]he broad category of laws enacted ‘for the purpose of regulating the business of insurance’ consists of laws that possess the ‘end, intention, or aim’ of adjusting, managing, or controlling the business of insurance.” United States Dep’t of Treasury v. Fabe, 508 U.S. 491, 505 (1993) (quoting Black’s Law Dictionary 1236, 1286 (6th ed. 1990), and holding that an Ohio statute reverse preempted the federal statute under the McCarran-Ferguson Act to the extent that it protected policyholders). “Statutes aimed at protecting or regulating this relationship [between insurer and insured], directly or indirectly are laws regulating the ‘business of insurance.’” SEC v. Nat’l Securities, Inc., 393 U.S. 453, 460 (1969). In Fabe, the Court, 508 U.S. at 493. The Supreme Court has identified three criteria to determine whether a state law regulates the business of insurance: (1) “whether the practice has the effect of transferring or spreading a policyholder’s risk”; (2) “whether the practice is an integral part of the policy relationship

between the insurer and the insured”; and (3) “whether the practice is limited to entities within the insurance industry.” Union Labor Life Ins. Co. v. Pireno, 458 U.S. 119, 129 (1982). Although none of the Pireno factors are necessarily determinative, an examination of the factors may lead to a finding that state law regulates the business of insurance. Am. Bankers Ins. Co. of Fla. v. Inman, 436 F. 3d 490, 493 (5th Cir. 2006).

In Evans v. TIN, Inc., Civil Action Nos. 11-2067, 11-2068, 11-2069, 11-2182, 11-2348, 11-2351, 11-2417, 11-2949, 11-2985, 11-2987, 11-3018, 11-3021, 11-3048, 11-3049, 12-18, 11-3050, 2012 WL 2343162, at *10 (E.D. La. June 20, 2012), the Eastern District of Louisiana court held that the Louisiana Direct Action Statute (“LDAS”) is a statute that was enacted for the purpose of regulating the business of insurance:

First, the LDAS regulates risk by subjecting all policy disputes regarding [insurance] coverage to the possibility of a jury trial. Second, the LDAS forms an integral part of the insurer-insured relationship because it controls how disputes regarding [insurance] coverage will be resolved. Finally, the LDAS only applies with respect to claims asserted under polic[ies] or contract[s] of liability insurance and it is, therefore, limited to entities within the insurance industry.

Id. (internal quotations omitted). The Fifth Circuit has also recognized that “Louisiana’s direct action statute is arguably a state law regulating insurance, [and that] the McCarran Ferguson Act may allow it to trump federal law”

Guam’s Direct Action Statute, found at 22 GCA § 18305, is virtually identical to the LDAS⁸, stating:

On any policy of liability insurance the injured person or his heirs or representatives shall have a right of direct action against the insurer within the terms and limits of the policy, whether or not the policy of insurance sued upon was written or delivered in Guam, and whether or not such policy contains a provision forbidding such direct

⁸ The LDAS provides in part:

The injured person or his survivors or heirs ..., at their option, shall have a right of direct action against the insurer within the terms and limits of the policy ... This right of direct action shall exist whether or not the policy of insurance sued upon was written or delivered in the state of Louisiana and whether or not such policy contains a provision forbidding such direct action, provided the accident or injury occurred within the state of Louisiana

Evans, 2012 WL 2343162, at *6 (quoting La. Rev. Stat. Ann. § 22:1269).

action, provided that the cause of action arose in Guam. Such action may be brought against the insurer alone, or against both the insured and insurer.

22 GCA § 18305. Like the LDAS, Guam's Direct Action Statute regulates risk by subjecting all policy disputes regarding insurance coverage to the possibility of a jury trial, Guam's Direct Action Statute forms an integral part of the insurer-insured relationship because it controls how disputes regarding insurance will be resolved, and Guam's Direct Action Statute only applies with respect to claims asserted under policies or contracts of liability insurance and it is, therefore, limited to entities within the insurance industry. Thus, the second factor is met.

As for the third factor, the Supreme Court has defined the terms "invalidate," "impair," and "supersede." Humana, Inc. v. Forsyth, 525 U.S. 299, 311 (1999). "The term 'invalidate' ordinarily means 'to render ineffective, generally without providing a replacement rule or law.' ... And the term 'supersede' ordinarily means 'to displace (and thus render ineffective) while providing a substitute rule.'" Id. Here, Debtors are applying sections 105(a) and 1123(b) to prohibit survivors and anyone else from directly suing insurers of Debtors, local councils, chartered organizations, and any other entity that receives a form of protected party status. Permitting this application of the Bankruptcy Code will surely invalidate, impair, and/or supersede Guam's Direct Action Statute as it is applied to survivors of child sexual abuse in Guam. If Debtors are granted their requested injunction, then survivors, including Lujan Claimants, will be prevented from enjoying the direct action rights granted them by the Guam Legislature, which Congress has charged with regulating the business of insurance. They will no longer be allowed to sue insurers for the abuse they suffered, even though there is coverage to pay for their abuse. The third factor is undisputedly met.

As the Plan runs afoul of the McCarran-Ferguson Act, which requires that Guam's Direct Action Statute reverse preempt conflicting Bankruptcy Code provisions that do not specifically relate to insurance and thus preserves Lujan Claimants' right to directly sue insurers, the Plan must be denied confirmation.

2. Even if the McCarran-Ferguson Act Does Not Apply, the Sale or Transfer of Insurance Policies of Nonprofit Boy Scouts of America Remain Subject to and Cannot Impair Guam's Direct Action Statute.

Although the Plan identifies settlements with insurers without actually providing written settlement agreements, the Plan clearly includes settlements with insurers for the sale of BSA's rights to insurance policies pursuant to section 363 of the Bankruptcy Code. However, under 11 U.S.C. § 363(d)(1), a sale of property in the case of a nonprofit debtor, such as the BSA, must comply with applicable nonbankruptcy law.

The leading treatise on insurance law explains why the extinguishment of Lujan Claimants' direct action rights as part of insurance policy buybacks cannot be approved by this Court:

A completed surrender and cancellation of an insurance policy terminates the contract, and the parties are relieved from any liability that might otherwise accrue under the policy, though not from liability already accrued.

... Where the contract of insurance provides for liability to third persons, the insurer and the insured cannot terminate such a contract by their voluntary action to the prejudice of a claimant's rights which have already vested. ...

A mutual rescission of a liability policy by the insurer and the named insured does not abrogate the accrued rights of the omnibus insureds without their consent.

...

A provision in a liability policy giving the injured person a right of action over against the insurer cannot be cancelled by the insurer, even with the consent of the insured, after the injured person's identity has been established.

Couch on Ins. § 31:49 (3d ed. 2020).

The insurer and insured cannot agree to modify the rights of the injured person against the insurer, including by cancelling the provision in the contract giving the injured person a right of action against the insurer, because the terms of Guam's Direct Action Statute are deemed to be part of every liability insurance policy governed by Guam law whether or not the parties expressly agree to its terms. Decade's Monthly Income & App. Fund v. Whyte & Hirschbeck, S.C., 173 Wis. 2d 665, 676 (1993) (interpreting Wisconsin direct action statute similar to Guam's). An insurer and insured may not rescind a liability policy after a known loss. Society Ins. v. Capitol Indem. Corp., 260 Wis. 2d 549, 555-56 (Ct. App. 2003); In re Estate of Gardinier, 40 N.J. 261 (1963); Rauch v.

Am. Fam. Ins. Co., 115 Wis. 2d 257, 267 (1983) (“[U]pon the happening of an accident, the injured party acquires an interest in the policy that cannot be foreclosed by litigation or agreement between the insurer and insured alone.”).

The buyback of an insurance policy after an accident is a prohibited rescission or cancellation of the policy. M. Quinn, *The Insurance Buyback*, 28 Ins. Litig. Rptr. 661, 666 (No. 18 2006) (insurance buyback not typical purchase of insurance policy but more like a rescission or cancellation of policy). The buyback of insurance policies is not saved by section 363 because the Bankruptcy Code cannot preempt Guam’s direct action insurance laws. It is not saved by section 1123(a)(5), which authorizes a “sale” that might not otherwise be permitted under applicable bankruptcy law, because Guam law is not anti-sale; it is anti-rescission. Any modification of policy terms among Debtors and insurers cannot rescind the policies or eliminate Lujan Claimants’ and other direct action Survivors’ statutorily fixed rights.

Further, the Court cannot approve sale of the insurance policies free and clear of Survivors’ interests under section 363(f), as none of the subsections of section 363(f) can be satisfied. Subsection (f)(1) does not apply because applicable nonbankruptcy law does not permit the sale of the policies free and clear of Lujan Claimants’ direct action rights. Subsection (f)(2) cannot be satisfied because Lujan Claimants absolutely do not consent to the insurance policy buybacks and Debtors have not and cannot offer any evidence of Lujan Claimants’ consent. Subsection (f)(3) is irrelevant because Lujan Claimants’ direct action rights, while similar to liens, are not technically liens. Subsection (f)(4) is not met as Lujan Claimants’ direct action rights are established by Guam’s Direct Action Statute and the rights established by that statute are not in dispute. Subsection (f)(5) cannot be satisfied as the Plan provides no money satisfaction to Lujan Claimants for the extinguishment of their direct action interests in the policies. Further, the policies applicable to Lujan

Claimants have no aggregate limits and, based on the present funding in the Plan, including insurance settlements, the Plan cannot provide Lujan Claimants full payment of their claims.

Additionally, the requirements of section 1123(a)(5)(D) of the Bankruptcy Code are not met. Section 1123(a)(5)(D) requires that a plan provide adequate means for its implementation, including a sale of estate property. This clause prohibits the violation of Guam law barring insurance policy buybacks for at least for reasons. First, the sale would frustrate Guam's Direct Action Statute, which preempts section 1123 under the McCarran-Ferguson Act. Second, Guam law prohibiting the post-occurrence modification of an injured person's rights is not anti-sale; it is anti-rescission. Third, section 1123(a)(5)(D), which was enacted in 1980, cannot apply to pre-enactment claims because retroactive application violates Lujan Claimants' Fifth Amendment property rights. More than 70 Lujan Claimants have direct action claims that accrued prior to 1980, when section 1123(a) was amended to add the phrase, "[n]otwithstanding any otherwise applicable nonbankruptcy law." Shipman v. Kenosha Unified School Dist., 57 Wis. 2d 697, 704-05 (1973). The application of this phrase retroactively to preempt Guam's Direct Action Statute abrogates Lujan Claimants' "substantive" causes of action against settling insurers in violation of Lujan Claimants' Fifth Amendment due process rights. United States v. Security Ind. Bank, 103 S. Ct. 407, 413-14 (1982); Malpeli v. Beneficial Fin. Co. (In re Malpeli), 7 B.R. 508, 511 (Bankr. N.D. Ill. 1980). Fourth, the Court cannot approve the insurance buyback settlements under section 1123(a)(5)(D) because its free and clear provision is limited to sales free of "liens." 11 U.S.C. § 1123(a)(5)(D). Lujan Claimants' interests in the insurance policies, while similar to liens, are not technically liens as they do not secure payment of a debt.

3. The Plan Fails to Adequately Protect and Compensate Direct Action Claimants for Their Interests in Insurance Policies.

Assuming the insurance policy buybacks are lawful sales under section 363(f), the Plan must provide Lujan Claimants with adequate protection and compensation for their interests in the

insurance policies. 11 U.S.C. § 363(e). The word “interest,” as used in section 363(f), is to be interpreted broadly. Precision Indus., Inc. v. Qualitech Steel SBO, LLC (In re Qualitech Steel Corp.), 327 F. 3d 537, 545 (7th Cir. 2003)). Lujan Claimants have an interest in BSA’s (and other tortfeasors’) insurance policies since they have prejudgment direct action rights against insurers under Guam law. Prejudgment direct action claimants, like Lujan Claimants, are third party beneficiaries to insurance policies, Litton v. Ford Motor Co., 554 So. 2d 99, 103 (La. Ct. App. 1989) (“Under the well-established jurisprudence, the general public as a class is also a third party beneficiary of liability insurance coverage.”), with rights in the policies that vest “at the time of the tort,” Hayes v. New Orleans Archdiocesan Cemeteries, 805 So. 2d 320, 323 (La. Ct. App. 2001) (“The Direct Action Statute vests the injured party with rights at the time of the tort to institute an action directly against the insurer within the terms and limits of the policy.”).⁹ An accrued cause of action, such as for negligence, is a vested property interest entitled to due process protection that accrues on the date of the plaintiff’s injury. Matthies v. Positive Safety Mfg. Co., No. 99-0431, 2000 WL 892825, at *3 (Wis. Ct. App. July 5, 2000) (citing Hunter v. Sch. Dist. Gale-Ettrick-Trempealeau, 97 Wis. 2d 435, 442, 445 (1980), and Martin v. Richards, 192 Wis. 2d 156, 206 (Wis. 1995)).

If the debtor’s property is subject to an interest of another party, the debtor must provide adequate protection to the creditor. In re Lee, 25 B.R. 135, 139 (Bankr. E.D. Pa. 1982). The interest of the creditor must be adequately protected before the bankruptcy court will order turnover of these funds to the debtor. Id. The debtor bears the burden of proving the existence of adequate protection for the creditor’s interest. Id. The court has the authority to condition or prohibit any sale of property as is necessary to provide adequate protection to the secured creditor’s interest. In re Collins, 180

⁹ In cases brought under Guam’s Direct Action Statute, the Supreme Court of Guam has relied upon Louisiana court decisions in cases brought under its similar LDAS. See, e.g., Reyes v. First Net Ins. Co., 2009 Guam 17 ¶ 29 (citing Welch v. Crown Zellerbach Corp., 359 So. 2d 154, 156 (La. 1978), and Hannie v. Wall, 569 So. 2d 1044, 1050 (La. Ct. App. 1990

B.R. 447, 452 (E.D. Va. 1995). The commonly accepted method for adequately protected a secured creditor when a sale is authorized under section 363(f) is to order the liens or interest to attach to the proceeds of the sale. Id.

In this case, the Plan provides Lujan Claimants with zero compensation or protection for their interests in the insurance policies. There is no attempt in the Plan to compensate or protect Lujan Claimants for the loss of statutory rights granted by the Legislature of Guam to directly sue insurers for payment of their abuse claims. Despite their status as prejudgment direct action Survivors with interests in insurance policies, the Plan treats Lujan Claimants the same as all other Survivors who lack prejudgment direct action rights, as all insurance proceeds will be paid to all Survivors with allowed claims. Since the insurance proceeds will be shared among all Survivors, regardless of whether they have direct action rights, then, at the very least, prejudgment direct action Survivors, including Lujan Claimants, should be granted a priority right to proceeds of insurance policy buybacks. A priority right to the insurance proceeds is consistent with Guam's Direct Action Statute, as the Guam Legislature, in enacting its direct action statute, prioritized the ability of injured persons to recover payment from insurers by allowing them to directly sue insurers. As the Plan fails to provide Lujan Claimants with adequate protection and compensation for the loss of their direct action rights against insurers, as part of insurance policy buybacks, the insurance settlements (and any future insurance settlements between presently non-settling insurers with Debtors or the Settlement Trust) must be denied approval and the Plan must be denied confirmation.

4. The Plan Treats Lujan Claimants Unequally, Compared to Survivors who Lack Prejudgment Direct Action Rights.

Under section 1123(a)(4) of the Bankruptcy Code, "a plan shall— ... provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest." 11 U.S.C. § 1123(a)(4). Here, Lujan Claimants are not being provided equal treatment compared to Survivors

who lack direct action rights. Lujan Claimants are being forcibly deprived of their direct action rights without any compensation or protection. Yet, Survivors without direct action rights give up no such rights and then are treated the same as Lujan Claimants under the Plan. As Lujan Claimants are being forced to give up more rights in exchange for the same treatment as Survivors who lack such rights, the Plan treats them unequally and it must be denied confirmation.

D. THE PLAN VIOLATES THE AUTOMATIC STAY IN THE ARCHBISHOP OF AGANA BANKRUPTCY CASE AND WRONGLY DIVESTS THE ARCHBISHOP OF ITS INTEREST IN BSA INSURANCE POLICIES.

As argued by the Guam Committee, the Plan violates the automatic stay provided for by 11 U.S.C. § 362 in the Archbishop of Agana bankruptcy case by disposing of estate property including debtor Archbishop's rights and interest as an additional insured to BSA insurance policies. The automatic stay protecting the Archbishop's estate property went into effect on January 16, 2019, when the Archbishop filed for bankruptcy. The Archbishop's rights and interest in BSA insurance policies are part of the Archbishop's bankruptcy estate pursuant to 28 U.S.C. § 541, subject to the exclusive jurisdiction of the District Court of Guam, 28 U.S.C. § 1134. As the Plan sells the Archbishop's interest in BSA insurance policies, including the Century and Hartford insurers' policies, and enjoins the Archbishop from making claims against BSA insurers, all without the consent of the Archbishop or the approval of the Guam bankruptcy judge, the Plan obviously violates the automatic stay since the sales and injunction are acts "to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3). The Plan cannot be confirmed when it violates the automatic stay of another bankruptcy action.

Even if the Archbishop of Agana were not in bankruptcy, the Plan is unconfirmable since it involves the wrongful exercise of jurisdiction over nondebtors' interests in BSA insurance policies. A bankruptcy court lacks jurisdiction over property rights outside of the estate, and therefore lacks

jurisdiction over a nondebtor's rights to insurance proceeds. The filing for bankruptcy does not endow a debtor with greater property rights than it would have had outside of bankruptcy. Mission Prod. Holdings, Inc. v. Tempnology, LLC, 139 S. Ct. 1652, 1663 (2019). In relation to insurance, where there are multiple insured parties under a policy, "the bankruptcy estate owns only the debtor's interest, not the co-insured's interest." In re Archdiocese of St. Paul & Minneapolis, 579 B.R. 188, 202 (Bankr. D. Minn. 2017); see also In re Sportstuff, Inc., 430 B.R. 170, 178 n.15 (8th Cir. 2010) ("While the bankruptcy court may exercise jurisdiction over (a liability insurance) policy, the interests of the co-insured, a nondebtor, are not property of the estate. To hold otherwise would allow the court to impair a third party's contract and property rights."). Thus, the Court has jurisdiction only over Debtors' rights to the insurance policies, and not over nondebtors' rights to the insurance policies, including additional insureds such as the Archbishop of Agana. Lacking jurisdiction over nondebtors' interests in BSA insurance policies, the Court cannot sell the policies free and clear of the coinsureds' interests, including the Archbishop of Agana's interests, and cannot enjoin the coinsureds from exercising their rights as to the policies.

E. THE COURT LACKS JURISDICTION TO APPROVE THE SALE AND SETTLEMENT OF 1976 AND 1977 HARTFORD POLICIES, AS BSA PREVIOUSLY RELEASED ITS RIGHTS TO THESE POLICIES.

Hartford has asserted before this Court that "Hartford A&I primary policies no. 10CA-43349E, for policy period January 1, 1976 to January 1, 1977, and no. 10CA43359E, for policy period January 1, 1977 to January 1, 1978, were released by BSA pursuant to a confidential settlement agreement." Hartford Accident & Indemnity Co. v. Boy Scouts of America, Case No. 20-50601-LSS, Compl. ¶ 90 (Bankr. D. Del. May 15, 2020). As BSA released these policies, and so is not entitled to coverage for sexual abuse claims, these policies (including any proceeds to cover sexual abuse claims) cannot be part of the bankruptcy estate in this case since BSA has no legal or equitable interests in these policies. 11 U.S.C. § 541. The same is true as to any other policies

released by BSA or limited as to coverage. Accordingly, the Court lacks jurisdiction over these policies and cannot approve sales free and clear of others' interests (including local councils, chartered organizations including the Archbishop of Agana, and direct action Survivors including Lujan Claimants) in these policies.

F. THE PLAN IS NOT MADE IN GOOD FAITH AS BSA "GAMED THE SYSTEM" BY ESTABLISHING DELAWARE BSA, LLC, IN ORDER TO ALLOW BSA TO FILE FOR BANKRUPTCY WITHIN THE THIRD CIRCUIT INSTEAD OF THE FIFTH CIRCUIT.

Under 11 U.S.C. § 1129(a)(3), a plan of reorganization may only be confirmed if the court finds that plan was "proposed in good faith and not by any means forbidden by law." 11 U.S.C. § 1129(a)(3). In determining a debtor's good faith, a court should consider the following factors: "(1) fosters a result consistent with the [Bankruptcy] Code's objectives; (2) has been proposed with honesty and good intentions and with a basis for expecting that reorganization can be effected; and (3) [exhibited] a fundamental fairness in dealing with the creditors." In re W.R. Grace & Co., 475 B.R. 34, 87-88 (Bankr. D. Del. 2012) (quoting Genesis Health Ventures, Inc., 266 B.R. 591, 609 (Bankr. D. Del. 2001)).

Regarding the first factor, the Supreme Court has identified two purposes of Chapter 11 as: "(1) preserving going concerns; and (2) maximizing property available to satisfy creditors." In re W.R. Grace, 475 B.R. at 88 (citing Bank of Am. Nat'l Trust & Sav. Ass'n v. 203 N. LaSalle St. P'ship, 526 U.S. 434, 453 (1999)). Here, Delaware BSA, LLC was never a going concern and it will not be a going concern after confirmation of the Plan; it will be dissolved on the Effective Date. (Plan Art. V.F.) Delaware BSA, LLC, was incorporated under the laws of Delaware on July 11, 2019, only 7 months before Debtors filed for bankruptcy in Delaware. (Am. Disclosure Statement (D.I. 6445) at 49.) As it will dissolve on the Effective Date, the Plan is not made for the purpose of preserving Delaware BSA, LLC, as a going concern, which it never was. As discussed at length earlier, Debtors have failed to maximize property available to satisfy Survivors, as Debtors entered

into low policy buyback agreements with insurers and low settlements with local councils, and seek to release and enjoin Survivors' claims against nondebtors without Survivors' consent. This factor supports a finding of lack of good faith.

The second factor requires that the plan be proposed with honesty and good intentions, and that it have a "reasonable hope of success." In re W.R. Grace, 475 B.R. at 88 (quoting In re Sun Country Dev., Inc., 764 F.2d 406, 408 (5th Cir. 1985)). In determining whether a plan was proposed for honest and good reasons, courts routinely look to whether the debtor intended to abuse the judicial process, whether the plan was proposed for ulterior motives, or if no realistic probability for effective reorganization exists. Id. In the case, Debtors have willfully abused the judicial process by violating the automatic stay protecting the bankruptcy estate of debtor Archbishop of Agana. Despite their awareness of the Guam bankruptcy case and that the Archbishop's interest in BSA insurance policies are part of the Archbishop's bankruptcy estate, Debtors persisted in preparing multiple plans (including the current Plan) which disposed of the Archbishop's interests in the policies. Further, Debtors filed the Plan just 10 days before the voting deadline, and failed to make further disclosures to Survivors of the material changes contained in the Plan. Debtors failed to disclose to Lujan Claimants that their rights to recover in the Guam bankruptcy case for scouting-related abuse were largely being extinguished by the Plan. Debtors' dishonesty and bad intentions demonstrate their bad faith in proposing the Plan.

As for the third factor, courts should consider if the debtor exhibited a fundamental fairness when dealing with its creditors. In re W.R. Grace, 475 B.R. at 89. This factor is satisfied when the plan treats all parties fairly and ensures that its confirmation comports with due process. Id. Debtors' Plan fails to treat all parties fairly, as it treats Lujan Claimants, who have and would lose under the Plan direct action rights to sue insurers, the same as other Survivors who lack such statutory rights, and fails to adequately compensate or protect Lujan Claimants for their interests in BSA insurance

policies. Debtors have also exhibited a fundamental unfairness when dealing with creditors, particularly Survivors. Debtors “gamed the system” by creating Delaware BSA, LLC, in order to allow BSA to file for bankruptcy in the Third Circuit pursuant to 28 U.S.C. § 1408(2), and to avoid having to file for bankruptcy within the Fifth Circuit, which does not permit nonconsensual releases and permanent injunctions of third party claims against nondebtors, see In re Pac. Lumber Co., 584 F. 3d 229, 252 (5th Cir. 2009). In doing so, Debtors relentlessly seek to deprive Survivors of their direct claims against nondebtors, which would not be permitted by a bankruptcy court in the Fifth Circuit. As Debtors are doing everything they can to leave no liable-for-child-sexual-abuse nondebtor behind, they have been fundamentally unfair to Survivors who would have been able to continue pursuing direct claims against at least local councils and chartered organizations if this case had been rightfully filed in the Fifth Circuit. This factor supports a finding of bad faith by Debtors.

As Debtors proposed this Plan without good faith, the Plan must not be confirmed.

G. THE PLAN FAILS TO PROPERLY CLASSIFY THE CLAIMS OF LUJAN CLAIMANTS.

Pursuant to section 1122 of the Bankruptcy Code, “a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.” 11 U.S.C. § 1122(a). Here, the Plan places prejudgment direct action Survivors, including Lujan Claimants, within the same class as Survivors who lack the statutory right to sue insurers without first obtaining a judgment and without having to name the insured. These direct action claimants are not substantially similar to other Survivors who have no interests in insurance policies, and therefore are not entitled to adequate protection or compensation from sales of insurance policies. In addition to having direct action rights, Lujan Survivors have an open civil statute of limitations to bring suit for child sexual abuse. They should be separately classified, as the Bankruptcy Code requires their different treatment.

H. EVEN IF LUJAN CLAIMANTS' CLAIMS ARE PROPERLY CLASSIFIED, THE PLAN TREATS SURVIVORS UNEQUALLY COMPARED TO OTHER CLASSES OF UNSECURED CREDITORS.

“The Code does not require that all creditor classes be treated equally, only that there be a reasonable basis for any differentiation.” In re Purdue Pharma, 2021 WL 5979108, at *71 (citing Boston Post Rd. Ltd. P’ship v. FDIC (In re Boston Post Rd. Ltd. P’ship), 21 F. 3d 477, 482-83 (2d Cir. 1994)). Here, the unsecured creditor classes are not being treated equally under the Plan. Class 6 General Unsecured Creditors have an estimated percentage recovery of 75 to 95%. (Am. Disclosure Statement at 27.) Class 7 Non-Abuse Litigation Claims are estimated to recover 100% of the value of their claims. (Id. at 28.) Class 8 Direct Abuse Claims have an estimated percentage recovery of 10 to 21% if the claims’ total value (including future, unknown claims) is \$7.1 billion, and an estimated percentage recovery of 31 to 63% if the claims value totals \$2.4 billion. (Id.) Only Class 9 Indirect Abuse Claims might fare worse than Survivors, as their estimated recovery percentage is “Unknown.” (Id. at 30.) There is no reasonable basis to give significantly worse treatment to Survivors, compared to General Unsecured Creditors and Non-Abuse Litigation Claims. The horrors of child sexual abuse and its lingering effects cannot be overstated. There is no reason that Non-Abuse Litigation Claims should have first dibs on BSA insurance proceeds, and then, where there is a shortfall, be guaranteed a cash payment of the lesser of the remaining unsatisfied portion of the claim and \$50,000. (Id. at 28-29.) The Plan puts Survivors of child sexual abuse at the back of the line without reasonable justification. The Plan should not be confirmed.

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III. CONCLUSION

Based on the foregoing, the Plan must be denied confirmation for multiple failures to comply with the Bankruptcy Code.

Dated: February 7, 2022.

Respectfully submitted,

/s/ Christopher D. Loizides

Christopher D. Loizides (No. 3968)
LOIZIDES, P.A.
1225 North King Street, Suite 800
Wilmington, DE 19801
Phone: 302.654.0248
Email: Loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff

Delia Lujan Wolff
Suite 300, DNA Bldg.
238 Archbishop Flores St.
Hagatna, Guam 96910
Phone: (671) 477-8064/5
Facsimile: (671) 477-5297
Email: dslwolff@lawguam.com
Attorneys for Lujan Claimants

APPENDIX A

The foregoing Lujan Claimants' Objection to Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC, and Joinder in Objection Filed by Guam Committee was filed by the following creditors who each filed a Sexual Abuse Survivor Proof of Claim and are represented by Lujan & Wolff LLP. The numbers below are the claim numbers for each creditor's Sexual Abuse Survivor Proof of Claim, including amendments thereto.

248	2991	6824	25063	79403
1551	3051	7976	25069	79769
1670	3120	7977	33028	80328
1677	3385	8037	35352	80655
1746	3610	8038	35354	80982
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2011	5646	17480	58317	4858
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2403	5648	18873	67267	
2433	5655	22872	67286	
2597	6432	22873	67293	
2840	6434	22874	73585	
2885	6823	23388	73607	

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re: D.I. 7832, 8683, 8708, 8710, 8813, 9023

**LUJAN CLAIMANTS' SUPPLEMENTAL OBJECTION TO THIRD MODIFIED
FIFTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR BOY SCOUTS
OF AMERICA AND DELAWARE BSA, LLC, AND JOINDER IN OBJECTIONS OF
UNITED STATES TRUSTEE AND GUAM COMMITTEE**

COME NOW the Tort Claimants represented by Lujan & Wolff LLP ("Lujan Claimants")¹ and object to confirmation of Debtors Boy Scouts of America and Delaware BSA, LLC's (collectively "Debtors") Third Modified Fifth Amended Chapter 11 Plan of Reorganization. On September 30, 2021, Debtors filed the Solicitation Version of the Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 6443), which was sent to creditors for vote. On December 18, 2021, during the voting period and just 10 days before the voting deadline, Debtors filed a Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 7832) ("Second Modified Plan"). On February 7, 2022, Lujan Claimants filed Lujan Claimants' Objection to Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC, and Joinder in Objection Filed by Guam Committee (D.I. 8708) ("Lujan Claimants' Objection" or "Objection"). On February 15, 2022, Debtors filed a Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 8813) ("the Plan"). Lujan Claimants hereby object to confirmation of the Plan and incorporate herein their previous

¹ See attached Appendix A, which lists the Sexual Abuse Survivor Proof of Claim numbers for Lujan Claimants.

Objection. Further, Lujan Claimants hereby join in the United States Trustee's Objection to Confirmation of the Second Modified Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 8710) and the Supplemental Objection of the Official Committee of Unsecured Creditors for the Archbishop of Agana (Bankr. D. Guam 19-00010) to the Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 9023).

I. BACKGROUND

Debtors Boy Scouts of America ("BSA") and Delaware BSA, LLC ("Delaware BSA") filed for bankruptcy on February 18, 2020, in response to a deluge of child sexual abuse lawsuits initiated against BSA after the reopening of various state and territorial civil statutes of limitations, including in Guam. On the Petition Date, BSA faced 275 lawsuits, 70 of which were filed by Lujan Claimants. As a result of the bankruptcy filing, Lujan Claimants have been automatically stayed and enjoined from pursuing their claims against BSA and the Boy Scouts of America Aloha Council ("the Aloha Council") in the civil courts of Guam.

Lujan Claimants are 75 Survivors who were abused, molested and raped as children in Guam, during the period from 1955 to 1981. They deserve justice not only from BSA but also from other entities responsible for the loss of their innocence, like the Aloha Council, Archbishop of Agana, and insurers against whom Lujan Claimants have a statutory right of direct action.

For the past two years, Lujan Claimants have been patient. Some have died. While they have come forward in their lawsuits and the bankruptcy cases, many have continued to closely guard this terrible secret that they have held onto for decades. Broken, they are searching for healing and fair treatment. This latest Plan by Debtors will give them neither.

II. ARGUMENT

Like the Second Modified Plan, Debtors' newly modified Plan must be denied confirmation

for continued failure to meet the requirements of the Bankruptcy Code and other applicable law, including but not limited to the reasons that follow. Lujan Claimants reserve their right to make additional arguments at the Confirmation Hearing.

A. THE PLAN TAKES AWAY LUJAN CLAIMANTS' RIGHTS TO RECOVER AGAINST DEBTOR ARCHBISHOP OF AGANA WITHOUT AUTHORITY AND WITHOUT ANY CONTRIBUTION.

One of the most head-scratching features of the Plan is that it provides unwarranted and unrequested benefits to a chartered organization that opts out of Limited Protected Party status. Under the Plan, Archbishop of Agana, a debtor in its own pending chapter 11 bankruptcy case in Guam, will benefit from a post-1975 release (due to the Hartford and Century and Chubb settlements) of at least all scouting-related liability, even though it is a debtor that has not given written notice that it wishes to make the Participating Chartered Organization Insurance Assignment and even though it has filed an Objection to the Plan (D.I. 8687). (Plan Art. V.G.1.e.) This benefit will be given even though none of debtor Archbishop of Agana's rights to or under the Abuse Insurance Policies shall be subject to the Participating Chartered Organization Insurance Assignment. (Plan Art. I.A.196.)

Essentially, the Plan tries to block Lujan Claimants who were first abused in 1976 or later from receiving compensation through the bankruptcy case of debtor Archbishop of Agana, where they have timely filed proofs of claim against the Archbishop for its own direct liability for child sexual abuse. The Archbishop of Agana is not only an additional insured under BSA insurance policies, but it has its own assets worth at least tens of millions of dollars. See, e.g., In re Archbishop of Agana, Bankr. Case No. 19-00010 (Second Amended Schedule A/B & Statement of Financial Affairs [D.I. 684]; Amended Schedule A/B, G, H, Statement of Financial Affairs [D.I. 148]; Ch. 11 Voluntary Petition [D.I. 1]) (D. Guam). At this time, there are two competing plans of reorganization

scheduled for a hearing on the disclosure statements. The Archbishop of Agana clearly has its own assets to pay for its own liability to Lujan Claimants and appears willing and able to do so.

As argued in the earlier Objection, there is no jurisdiction or statutory authority to release Lujan Claimants' claims against the Archbishop of Agana. Even if there were, the release and channeling injunction are not justified as no contribution whatsoever is being made to Lujan Claimants through Debtors' bankruptcy case herein. Assuming a substantial contribution is made, Lujan Claimants, as the vast majority of affected creditors², have overwhelmingly voted to reject the Plan and therefore the release of the Archbishop from liability. Without authority, contribution, or overwhelming support of the affected creditors, the Plan cannot be confirmed if it would release debtor Archbishop of Agana of liability and enjoin Lujan Claimants from pursuing payment including through the Archbishop's own bankruptcy case.

Additionally, the District Court of Guam has exclusive jurisdiction to determine whether to permit Lujan Claimants to recover against debtor Archbishop of Agana. "Among the granted powers [to bankruptcy courts] are the allowance and disallowance of claims; the collection and distribution of the estates of the bankrupts and the determination of controversies in relation thereto; the rejection in whole or in part 'according to the equities of the case' of claims previously allowed; and the entering of such judgments 'as may be necessary for the enforcement of the [Bankruptcy Act]. In such respects the jurisdiction of the bankruptcy court is exclusive of all other courts." Pepper v. Litton, 60 S. Ct. 238, 244 (1939) (citing United States Fidelity & Guaranty Co. v. Bray, 225 U.S. 205, 217 (1912)). However, "[i]n other matters arising in or related to title 11 cases, unless the Code provides otherwise, state courts have concurrent jurisdiction" In re Mystic Tank Lines Corp.,

² Out of approximately 76 Survivors who have identified the Archbishop of Agana as the chartered organization in their proofs of claim, about 73 of them are Lujan Claimants. (See Local Council/Chartered Organization Final Voting Report Date posted on Omni Agent website (Feb. 21, 2022).)

544 F. 3d 524, 529 (3d Cir. 2008) (quoting Sanders v. City of Brady (In re Brady Mun. Gas Corp.), 936 F. 2d 212, 218 (5th Cir. 1991)).

As the Archbishop of Agana filed for bankruptcy in the District Court of Guam, that federal court has exclusive jurisdiction over the allowance and disallowance of Survivors' claims against the Archbishop of Agana. The District Court of Guam also has exclusive jurisdiction over the collection and distribution of debtor Archbishop of Agana's estate and the determination of controversies in relation thereto.

Here, Debtors' Plan, if confirmed, wrests from the District Court of Guam control over Lujan Claimants' scouting-related abuse claims against debtor Archbishop of Agana, releases such claims (at least for post-1975 abuse), and channels them to the Settlement Trust. This is all despite the District Court of Guam having exclusive jurisdiction over allowance and disallowance of Lujan Claimants' scouting-related abuse claims against the Archbishop filed in that Court, the collection and distribution of the Archbishop's estate, and the determination of controversies related thereto. Despite the overreaching release and channeling injunction provisions of the Plan, there is no concurrent jurisdiction here, as the Court is not a state court. Debtors have cited no authority that allows this Court to effectively disallow Lujan Claimants' scouting-related abuse claims against debtor Archbishop of Agana. No plan should be confirmed which prevents Survivors from recovering against a debtor chartered organization in its own bankruptcy case, especially when the debtor chartered organization filed for bankruptcy more than one year before Debtors filed for bankruptcy herein. To confirm such a plan would also lead to an inequitable outcome since Lujan Claimants would be denied recovery from the Archbishop not because a state court with concurrent jurisdiction ruled against Lujan Claimants on the merits of their abuse claims against the Archbishop but simply because Debtors wish to proceed with low-dollar insurance policy buybacks free and clear of the Archbishop's interests as an additional insured. This does not provide a sufficient basis for

encroachment upon the District Court of Guam's exclusive jurisdiction over Lujan Claimants' filed claims against debtor Archbishop of Agana. The Plan must be denied confirmation.

B. THE RECENTLY RELEASED BREAKDOWN OF THE SURVIVOR VOTE SHOWS THE TRUE EXTENT THAT DEBTORS LOST THE VOTE TO PERMIT RELEASES OF LOCAL COUNCILS, CHARTERED ORGANIZATIONS, AND OTHER ENTITIES.

On February 21, 2022, Debtors released for the first time the breakdown of the Survivor vote showing the vote of each voting Survivor and the local councils, chartered organizations, and other entities against whom Survivors are asserting claims. (See Local Council/Chartered Organization Final Voting Report Date posted on Omni Agent website (Feb. 21, 2022).) Further, Debtors have committed to file herein by February 25, 2022, a summary of the breakdown by local council and chartered organization. Debtors have also committed to filing an updated breakdown and summary based on the results of the limited extended voting deadline.

The breakdown shows that well over 93% of voting Survivors who have claims against the Archbishop of Agana voted to Reject the Plan; at least 70, or more than 95%, of the Reject votes were made by Lujan Claimants. The chart reveals also that 197 Survivors asserted claims against the Aloha Council and of that 197, 118 voted to Reject, 63 voted to Accept, 9 Abstained, and 7 ballots were Invalid. Thus, of the voting Survivors with claims against the Aloha Council, 65.2% voted to Reject the Plan (118/181) and 34.8% voted to Accept the Plan (63/181). Out of the 118 Survivors who voted to Reject the Plan, 72 are Lujan Claimants and, thus, Lujan Claimants constitute 40 out of the 65.2% Reject vote. Thus, affected creditors voted compellingly to Reject the release of claims against the Archbishop of Agana and the Aloha Council.

Although the breakdown data will undoubtedly change, given the limited extended voting deadline to vote on the newly modified Plan, the breakdown will reveal the true extent of affected creditor support and non-support for nondebtor releases. The breakdown will reveal whether Survivors affected by the release of particular local councils, chartered organizations, and other

entities voted to Accept the Plan in an overwhelming show of support for the Plan, *i.e.*, over 90% of impacted creditors who voted, voted to approve the Plan. Lacking overwhelming support of affected creditors to approve the Plan's release of each local council, chartered organization, and other entity, the Plan should not be confirmed to release such nondebtors of child sexual abuse liability.

C. THE INDEPENDENT REVIEW OPTION IMPERMISSIBLY GRANTS DIRECT ACTION RIGHTS AND PRIORITY RIGHTS TO INSURANCE PROCEEDS.

The newly modified Plan provides a new mechanism for payment of an allowed direct abuse claim, called the Independent Review Option. (Plan Ex. A Art. XIII.) This Option is available to Survivors who pay the Settlement Trust at least \$10,000 for review of their claim. Survivors who opt for this process may receive awards of more than 5 times the Maximum Matrix Value in the applicable tier set forth in the Claims Matrix. If a claim is valued at over \$1 million, the first \$1 million will be paid from the General Trust and amounts over \$1 million will generally be paid from the Excess Award Fund, which is funded by proceeds of non-settling excess insurance and certain chartered organizations' separate insurance policies. Survivors entitled to Excess Award Shares will receive 100% of the amounts awarded that are applicable to the expenses incurred by the Survivor in pursuing this Option or that are awarded for any bad faith claim, 100% of the amounts awarded from any policy of a Responsible Insurer that does not have applicable aggregate limits, and/or up to 80% of amounts collected in satisfaction of the Accepted Settlement Recommendation from any policy that has applicable aggregate limits. The Excess Award Fund shall be used to pay the Excess Award Shares and, once the Excess Award Shares are paid in full, the remaining funds in the Excess Award Fund shall become General Trust funds available to pay all allowed Survivor claims. Further, if a Neutral's Settlement Recommendation determines that a chartered organization not protected by the Channeling Injunction is responsible for all or a portion of liability for Direct Abuse Claim assigned to the Settlement Trust, the Survivor may then bring an action in any court of competent

jurisdiction against the chartered organization and its insurers to recover the allocated portion of liability and any additional damages.

In a nutshell, the Independent Review Option provides Survivors whose claims are valued at over \$1 million a priority right to at least proceeds of non-settling excess insurance and certain chartered organizations' separate insurance policies. And the Option provides Survivors a right of direct action against insurers of chartered organizations. Yet, the Plan does not require that Survivors who choose to undergo the Independent Review Option have direct action rights against insurers or even that they have claims which implicate non-settling excess insurance or certain chartered organizations' separate insurance policies.

At the same time, the Plan continues to release Lujan Claimants' direct action claims against insurers (of Debtors, local councils, chartered organizations) without their consent; the Plan continues to channel Lujan Claimants' direct action claims to the Settlement Trust; the Plan continues to enjoin Lujan Claimants from directly suing insurers; and the Plan continues to sell insurance policies free and clear of Lujan Claimants' interests without providing them adequate protection and compensation.

As argued in Lujan Claimants' earlier filed Objection, Lujan Claimants, as Survivors with prejudgment direct action rights under Guam law, 22 GCA § 18305, have an interest in BSA's (and other tortfeasors') insurance policies. Prejudgment direct action claimants, like Lujan Claimants, are third party beneficiaries to insurance policies, Litton v. Ford Motor Co., 554 So. 2d 99, 103 (La. Ct. App. 1989), with rights in the policies that vest "at the time of the tort," Hayes v. New Orleans Archdiocesan Cemeteries, 805 So. 2d 320, 323 (La. Ct. App. 2001). An accrued cause of action, such as for negligence, is a vested property interest entitled to due process protection that accrues on the date of the plaintiff's injury. Matthies v. Positive Safety Mfg. Co., No. 99-0431, 2000 WL 892825, at *3 (Wis. Ct. App. July 5, 2000) (citing Hunter v. Sch. Dist. Gale-Ettrick-Trempealeau,

97 Wis. 2d 435, 442, 445 (1980), and Martin v. Richards, 192 Wis. 2d 156, 206 (Wis. 1995)). The debtor must provide adequate protection to a creditor who has an interest in the debtor's property. In re Lee, 25 B.R. 135, 139 (Bankr. E.D. Pa. 1982).

However, absent policy language or a statutory provision to the contrary, a tort claimant generally possesses no interest in a tortfeasor's insurance policy and so may not sue the insurer directly to recover under the policies. See 1 ROWLAND H. LONG, THE LAW OF LIABILITY INSURANCE § 1.06[3][a], at 1-34.2 (2007) ("The modern rule is that, in the absence of a contractual or statutory provision allowing a direct action, the claimant has no right to a direct action."); 46A C.J.S. Insurance § 1942 (2007) ("As a general rule, in the absence of policy or statutory provisions to the contrary, one who suffers an injury which comes within the provisions of a liability insurance policy is not in privity of contract with the insurance company, and cannot reach the proceeds of the policy for the payment of his or her claim by an action directly against the insurance company."); 22 ERIC MILLS HOMES, HOLMES' APPLEMAN ON INSURANCE 2d § 142.1[B][1], at 480 (2003) (stating that, where there is no direct action statute, the claimant is not a third party beneficiary under the insurance policy). Thus, to the extent that Survivors who choose the Independent Review Option are not prejudgment direct action claimants, they lack the right to directly sue insurers for compensation and they lack an interest in the insurance policies that would require their adequate protection or compensation including through receiving a priority right to insurance proceeds. As the Independent Review Option improperly grants these rights, the Plan is not confirmable with this Option.

Although the Independent Review Option wrongly grants direct action and priority rights in contravention of the law, this Option proves that granting particular Survivors a priority right to insurance proceeds and continued right of direct action against insurers is not offensive to a plan of reorganization of Debtors. Lujan Claimants have previously argued that they should retain their direct action rights against insurers, maintain their interests in the insurance policies, or be adequately

protected and compensated for sales of insurance policies by having at least a priority right to insurance proceeds. As Debtors admit that this can be done for particular Survivors, Lujan Claimants and other prejudgment direct action Survivors should be granted this relief, and without having to pay \$10,000 or \$20,000 or any other amount.

D. THE INSURANCE SETTLEMENT AGREEMENTS SHOULD BE DENIED APPROVAL.

The Plan now reveals the written settlement agreements with insurers and that they involve sales free and clear of interests in the policies and proceeds of the policies. However, these agreements must be denied approval for reasons including but not limited to the following.

1. The Proceeds of Liability Insurance Policies Are Not Property of the Bankruptcy Estate and Cannot Be Released or Enjoined.

The bankruptcy estate only includes property to which the debtor would have had a right if the debtor were solvent. First Fidelity Bank v. McAteer, 985 F. 2d 114, 116 (3d Cir. 1993) (citing In re La. World Exposition, Inc., 832 F. 2d 1391, 1401 (5th Cir. 1987)). Insurance policies are considered part of the property of a bankruptcy estate. ACandS, Inc. v. Travelers Casualty & Surety Co., 435 F. 3d 252, 260 (3d Cir. 2006) (citing Estate of Lellock v. The Prudential Ins. Co. of Am., 811 F. 2d 186, 189 (3d Cir. 1987)). The debtor's right to its insurance proceeds is property of the estate, except where the debtor does not own the insurance proceeds but just owns the policy. In re Nutraquest, Inc., 434 F. 3d 639, 647 n.4 (3d Cir. 2006). For example, when the debtor corporation's liability policy insured only the corporation's directors and officers (and would only pay them), the liability proceeds were not property of the bankruptcy estate. Id. (citing In re La. World Exposition, 832 F. 2d at 1399-401). "The overriding question when determining whether insurance proceeds are property of the estate is whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim." Houston v. Edgeworth (In re Edgeworth), 993 F. 2d 51, 55-56 (5th Cir. 1993). The debtor has no cognizable claim to liability insurance proceeds paid by an insurer

on account of a covered claim. Landry v. Exxon Pipeline Co., 260 B.R. 769, 786 (Bankr. M.D. La. 2001).

Here, while the bankruptcy estate includes BSA's interest in BSA insurance policies, the bankruptcy estate does not include the proceeds of BSA liability insurance policies since those proceeds are payable not to BSA but to injured persons, including Survivors of child sexual abuse. Not being part of the bankruptcy estate, the disposition of the liability insurance proceeds cannot be allowed free and clear of Lujan Claimants' interests under sections 363(f), 1123(a)(5)(D), or 1129(b)(2)(A)(ii) of the Bankruptcy Code. Instead, Lujan Claimants' interests in the insurance proceeds and direct action rights against insurers cannot be released pursuant to 11 U.S.C. § 524(e).

Even if third party releases are permitted here, the release of Lujan Claimants' claims against insurers to recover payment of proceeds must satisfy the requirements for third party releases: fairness, necessity to the reorganization, specific factual findings to support these conclusions, and reasonable consideration given in exchange for the release and permanent injunction. In re Continental Airlines, 203 F. 3d 203, 214-15 (3d Cir. 2000). As argued in Lujan Claimants' previous Objection, neither these factors nor the Master Mortgage factors are satisfied to allow release of claims against insurers. These releases are certainly not necessary to Debtors' successful reorganization since Debtors admit that they can successfully reorganize under a BSA Toggle Plan which includes no insurance policy buybacks or insurer releases. They certainly are not necessary as Debtors have proposed other plans which do not include a Century and Chubb settlement agreement or even a Hartford settlement agreement. There is simply no need for Debtors to sell their policies back to insurers, especially for insultingly low dollars. The releases should be denied.

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2. The Hartford and Century and Chubb Companies Insurance Settlements for Insurance Policy Buybacks Free and Clear of Others' Interests in the Policies Are for Payment Grossly Below Policy Limits and Should Be Denied.

The Bankruptcy Code's protection of the debtor from liability does not affect the liability of the debtor's insurers. First Fidelity Bank, 985 F. 2d at 114. Courts, relying on 11 U.S.C. § 524(e), have permitted claimants to proceed with tort claims against the debtor for the purpose of collecting from the debtor's liability insurer. Id. (citing Green v. Welsh, 956 F. 2d 30 (2d Cir. 1992); In re Jet Fla. Sys., Inc., 883 F. 2d 970 (11th Cir. 1989)). Thus, the creditor remains free to recover the full amount of the original obligation from any nondebtor party including an insurer. Id.

The general rule is that, when an insurer pays proceeds of the insurance to the person who is the proper recipient under the policy, such payment is a discharge of the liability of the insurer where the entire amount due is paid. 46A C.J.S. Insurance § 1986 (2007). Where only a partial payment of the proceeds is made to the person designated by the policy, the insurer is discharged from liability to the extent of the amount paid. Id.

It cannot be disputed by Debtors that neither settlement involves payment up to the limits of these mostly nonaggregate policies, which include yearly primary insurance policies with \$500,000 per occurrence limits and yearly excess insurance of up to \$2 million per occurrence. Without full payment, Survivors are free to recover the remaining payment owed under the policies from the insurers. Since the insurance settlement agreements seek the total release of Hartford and Century of all liability under the policies without payment of the entire amount due, they must be denied approval.

3. The Sale and Settlement of Nondebtors' Separate Insurance Policies Must Be Denied.

A bankruptcy court lacks authority to dispose of property of a nondebtor. In re Aegean Marine Petroleum Network, Inc., 599 B.R. 717, 723 (Bankr. S.D.N.Y. 2019). Despite this, both the Hartford and Century settlements attempt to release the insurers of their obligation to provide

coverage to local councils and chartered organizations under their own separate non-BSA insurance policies and the 1976 and 1977 Hartford insurance policies which were released by BSA. The releases are a shocking overreach supported by no provisions of the Bankruptcy Code or other law. Like liability insurance proceeds, non-BSA insurance policies and released BSA insurance policies are not property of the bankruptcy estate and therefore may not be disposed of free and clear under sections 363(f), 1123(a)(5)(D), or 1129(b)(2)(A)(ii) of the Bankruptcy Code.

The sale and settlement of chartered organizations' separate Hartford insurance policies are additionally problematic for the reason that, under the previous Plan, the Hartford settlement agreement did not include release of Hartford Protected Parties from liability, loss, or expense with respect to any Claim by any Chartered Organization arising out of or relating to coverage for Abuse Claims under any Hartford Policy or policy issued by any Hartford Protected Party. (See Notice of Filing of Exs. I-1 & J-1 [D.I. 8816] Ex. A at VI.D.) Further, the earlier Hartford settlement agreement did not include release of Direct Action Claims, such as Lujan Claimants' direct action claims. (Id. Ex. A at I.A.72.) Although Hartford is receiving additional consideration, it continues to pay the same, unchanged purchase price of \$787 million, thus demonstrating the unfairness and unsound business judgment of Debtors in entering the deal. The sales of these non-BSA policies must not be permitted.

E. DEBTORS' BAD FAITH IN PROPOSING THE PLAN IS NOT NEGATED BY THEIR 11TH HOUR RESCUE OF DELAWARE BSA FROM DISSOLUTION.

Only eight (8) calendar days after Lujan Claimants' objection to the Plan based on lack of good faith, Debtors filed a Plan that breathes new life into debtor Delaware BSA. However, this new revival of Delaware BSA does not fix the problem. While it will now continue in existence past the Effective Date, Delaware BSA is still not a going concern as it has had no revenues or full-time employees, (Delaware BSA's Monthly Operating Report [D.I. 8694]), and its sole asset is a single bank account at JP Morgan that had only \$9,690.60, as reflected in the Schedules, (Schedules of

Assets & Liabilities for Delaware BSA, LLC [D.I. 377]). Incorporated just 7 months before Debtors filed for bankruptcy, Delaware BSA was unmistakably born for no discernible business purpose, as Debtors planned its dissolution over and over again.³ The abrupt change in course to continue its existence does not moot Lujan Claimants' objection to the Plan for lack of good faith. It does not change the reality that Delaware BSA was formed to provide venue outside of the Fifth Circuit and it does not do anything as a business.

III. CONCLUSION

Based on the foregoing, the Plan must be denied confirmation for multiple failures to comply with the Bankruptcy Code and other applicable law.

Dated: February 25, 2022.

Respectfully submitted,

/s/ Christopher D. Loizides
 Christopher D. Loizides (No. 3968)
 Loizides, PA
 1225 North King Street, Suite 800
 Wilmington, DE 19801
 Phone: 302.654.0248
 Email: Loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff
 Delia Lujan Wolff
 Suite 300, DNA Bldg.
 238 Archbishop Flores St.
 Hagatna, Guam 96910
 Phone: (671) 477-8064/5
 Facsimile: (671) 477-5297
 Email: dslwolff@lawguam.com
Attorneys for Lujan Claimants

³ (See Amended Ch. 11 Plan of Reorganization [D.I. 2293] Art. V.F. (Dissolution of Delaware BSA); Second Amended Ch. 11 Plan of Reorganization [D.I. 2592] Art. V.F. (Dissolution of Delaware BSA); Third Amended Ch. 11 Plan of Reorganization [D.I. 5368] Art. V.F. (Dissolution of Delaware BSA); Fourth Amended Ch. 11 Plan of Reorganization [D.I. 5484] Art. V.F. (Dissolution of Delaware BSA); Fifth Amended Ch. 11 Plan of Reorganization [D.I. 6212] Art. V.F. (Dissolution of Delaware BSA); Modified Fifth Amended Ch. 11 Plan of Reorganization (Solicitation Version) [D.I. 6443] Art. V.F. (Dissolution of Delaware BSA); Second Modified Fifth Amended Ch. 11 Plan of Reorganization [D.I. 7832] Art. V.F. (Dissolution of Delaware BSA).)

APPENDIX A

The foregoing Lujan Claimants' Supplemental Objection to Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC, and Joinder in Objections of United States Trustee and Guam Committee was filed by the following creditors who each filed a Sexual Abuse Survivor Proof of Claim and are represented by Lujan & Wolff LLP. The numbers below are the claim numbers for each creditor's Sexual Abuse Survivor Proof of Claim, including amendments thereto.

248	2991	6824	25063	79403
1551	3051	7976	25069	79769
1670	3120	7977	33028	80328
1677	3385	8037	35352	80655
1746	3610	8038	35354	80982
1757	3612	10548	38591	87715
1765	3614	11250	40889	87757
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2010	4859	15139	48168	103378
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2403	5648	18873	67267	
2433	5655	22872	67286	
2597	6432	22873	67293	
2840	6434	22874	73585	
2885	6823	23388	73607	

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.I. 9275) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
UNKNOWN/MISSING	15,388	2,138	17,526	87.8%
ABRAHAM LINCOLN	41	3	44	93.2%
ALABAMA-FLORIDA	44	3	47	93.6%
ALAMO AREA	183	27	210	87.1%
ALLEGHENY HIGHLANDS	41	9	50	82.0%
ALOHA	78	71	149	52.3%
ANDREW JACKSON	132	14	146	90.4%
ANTHONY WAYNE AREA	57	14	71	80.3%
ARBUCKLE AREA	21	2	23	91.3%
ATLANTA AREA	295	41	336	87.8%
BADEN POWELL	70	15	85	82.4%
BALTIMORE AREA	313	47	360	86.9%
BAY AREA	70	4	74	94.6%
BAY-LAKES	118	15	131	88.6%
BLACK HILLS AREA	27	1	28	96.4%
BLACK SWAMP AREA	54	9	63	85.7%
BLACK WARRIOR	38	6	44	86.4%
BLACKHAWK AREA	107	14	121	88.4%
BLUE GRASS	120	26	146	82.2%
BLUE MOUNTAIN	45	6	51	88.2%
BLUE RIDGE	92	17	109	84.4%
BLUE RIDGE MOUNTAINS	74	6	80	92.5%
BUCKEYE	119	22	141	84.4%
BUCKSKIN	184	23	207	88.9%
BUCKTAIL	14	3	17	82.4%
BUFFALO TRACE	62	9	71	87.3%
BUFFALO TRAIL	64	8	72	88.9%
CADDO AREA	36	11	47	76.6%
CALCASIEU	54	6	60	90.0%
CALIFORNIA INLAND EMPIRE	295	50	345	85.5%
CAPE COD & ISLANDS	27	6	33	81.8%
CAPE FEAR	62	9	71	87.3%
CAPITOL AREA	87	14	101	86.1%
CASCADE PACIFIC	358	85	443	80.8%
CATALINA	142	23	165	86.1%
CENTRAL ESCARPMENT	1		1	100.0%
CENTRAL FLORIDA	221	33	254	87.0%
CENTRAL GEORGIA	61	9	70	87.1%
CENTRAL MINNESOTA	21	2	23	91.3%
CENTRAL NEW JERSEY	19	7	26	73.1%
CENTRAL NORTH CAROLINA	46	12	58	79.3%
CHATAHOOCHEE	74	12	86	86.0%
CHEROKEE AREA 489	19	1	20	95.0%
CHEROKEE AREA 566	68	8	76	89.5%
CHESTER COUNTY	35	5	40	87.5%
CHICKASAW	227	29	256	88.7%
CHIEF CORNPLANTER	4	1	5	80.0%
CHIEF SEATTLE	205	50	255	80.4%
CHIPPEWA VALLEY	36	10	46	78.3%
CHOCTAW AREA	26	3	29	89.7%
CIMARRON	35	3	38	92.1%
CIRCLE TEN	362	62	414	87.4%
COASTAL CAROLINA	105	15	120	87.5%
COASTAL GEORGIA	79	9	88	89.8%
COLONIAL VIRGINIA	63	16	79	79.7%
COLUMBIA-MONTGOMERY	6		6	100.0%
CONNECTICUT RIVERS	203	40	243	83.5%
CONNECTICUT YANKEE	156	38	194	80.4%
CONQUISTADOR	31	7	38	81.6%
CORNHUSKER	36	4	40	90.0%
CORONADO AREA	47	2	49	95.9%
CRADLE OF LIBERTY	384	54	438	87.7%
CRATER LAKE COUNCIL	81	12	93	87.1%
CROSSROADS OF AMERICA	279	53	332	84.0%
CROSSROADS OF THE WEST	432	63	495	87.3%
DAN BEARD	241	32	273	88.3%
DANIEL BOONE	49	2	51	96.1%
DANIEL WEBSTER	125	21	146	85.6%
DE SOTO AREA	19	3	22	86.4%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
DEL-MAR-VA	81	20	101	80.2%
DENVER AREA	235	42	277	84.8%
DIRECT SERVICE	7	4	11	63.6%
EAST CAROLINA	115	16	131	87.8%
EAST TEXAS AREA	78	17	95	82.1%
ERIE SHORES	111	16	127	87.4%
EVANGELINE AREA	52	9	61	85.2%
FAR EAST	35	8	43	81.4%
FIVE RIVERS	51	10	61	83.6%
FLINT RIVER	48	4	50	92.0%
FRENCH CREEK	74	12	88	88.0%
GAMEHAVEN	38	12	50	76.0%
GARDEN STATE	188	24	192	87.5%
GATEWAY AREA	22	5	27	81.5%
GEORGIA-CAROLINA	53	9	62	85.5%
GLACIER'S EDGE	75	10	85	88.2%
GOLDEN EMPIRE	298	40	338	88.2%
GOLDEN GATE AREA	467	79	546	85.5%
GOLDEN SPREAD	86	17	103	83.5%
GRAND CANYON	346	57	403	85.9%
GRAND COLUMBIA	55	18	73	75.3%
GRAND TETON	58	8	68	87.9%
GREAT ALASKA	61	10	71	85.9%
GREAT RIVERS	41	16	56	73.2%
GREAT SMOKY MOUNTAIN	111	10	121	91.7%
GREAT SOUTHWEST	170	28	198	85.9%
GREAT TRAIL	163	29	192	84.9%
GREATER ALABAMA	284	34	318	89.3%
GREATER LOS ANGELES	788	158	946	83.3%
GREATER NEW YORK	1,034	201	1,235	83.7%
GREATER NIAGARA FRONTIER	144	58	200	72.0%
GREATER ST. LOUIS AREA	605	78	681	88.8%
GREATER TAMPA BAY AREA	306	68	362	84.5%
GREATER TORONTO	1		1	100.0%
GREATER WYOMING	22	1	23	95.7%
GREATER YOSEMITE	134	23	157	85.4%
GREEN MOUNTAIN	62	18	80	77.5%
GREENWICH	3		3	100.0%
GULF COAST	135	16	151	89.4%
GULF STREAM	114	24	138	82.6%
HAWK MOUNTAIN	48	11	57	80.7%
HAWKEYE AREA	37	8	46	80.4%
HEART OF AMERICA	426	67	493	86.4%
HEART OF NEW ENGLAND	118	25	144	82.6%
HEART OF VIRGINIA	105	18	123	85.4%
HOOSIER TRAILS	58	5	63	92.1%
HOUSATONIC	6	1	7	85.7%
HUDSON VALLEY	85	17	102	83.3%
ILLOWA	72	14	86	83.7%
INDIAN NATIONS	145	16	161	90.1%
INDIAN WATERS	77	17	94	81.9%
INLAND NORTHWEST	118	28	144	80.6%
IROQUOIS TRAIL	23	10	33	69.7%
ISTROUMA AREA	81	19	100	81.0%
JAYHAWK AREA	31		31	100.0%
JERSEY SHORE	89	12	101	85.2%
JUNIATA VALLEY	17	2	19	89.5%
KATAHDIN AREA	32	8	40	80.0%
LAKE ERIE	326	32	358	91.1%
LAS VEGAS AREA	127	15	142	89.4%
LASALLE	80	8	88	90.9%
LAST FRONTIER	199	36	235	84.7%
LAUREL HIGHLANDS	252	46	298	84.6%
LEATHERSTOCKING	60	11	71	84.5%
LINCOLN HERITAGE	255	48	303	84.2%
LONG BEACH AREA	100	25	125	80.0%
LONGHORN	274	47	321	85.4%
LONGHOUSE	118	29	147	80.3%
LONGS PEAK COUNCIL	87	13	100	87.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
LOS PADRES	48	21	69	69.6%
LOUISIANA PURCHASE	69	14	83	83.1%
MARSH	29	2	31	93.5%
MASON-DIXON	19	9	28	67.9%
MAYFLOWER	146	38	184	79.3%
MECKLENBURG COUNTY	64	8	72	88.9%
MIAMI VALLEY	100	11	111	90.1%
MICHIGAN CROSSROADS	1,130	149	1,279	88.4%
MID-AMERICA	169	27	196	86.2%
MIDDLE TENNESSEE	174	22	196	88.8%
MID-IOWA	97	21	118	82.2%
MIDNIGHT SUN	16	4	20	80.0%
MINSI TRAILS	71	10	81	87.7%
MISSISSIPPI VALLEY	24	5	29	82.8%
MOBILE AREA	89	6	95	93.7%
MONMOUTH	85	16	101	84.2%
MONTANA	85	26	111	76.6%
MORAIN TRAILS	32	9	41	78.0%
MOUNT BAKER	89	17	106	84.0%
MOUNTAIN WEST	89	33	122	73.0%
MOUNTAINEER AREA	29	5	34	85.3%
MUSKINGUM VALLEY	23	8	31	74.2%
NARRAGANSETT	254	62	316	80.4%
NATIONAL CAPITAL AREA	384	79	463	82.9%
NEVADA AREA	84	8	92	91.3%
NEW BIRTH OF FREEDOM	131	13	144	91.0%
NORTH FLORIDA	205	28	233	88.0%
NORTHEAST GEORGIA	72	16	88	81.8%
NORTHEAST ILLINOIS	71	17	88	80.7%
NORTHEAST IOWA COUNCIL	19	3	22	86.4%
NORTHEASTERN PENNSYLVANIA	44	7	51	86.3%
NORTHERN LIGHTS	72	17	89	80.9%
NORTHERN NEW JERSEY	339	70	409	82.9%
NORTHERN STAR	221	42	263	84.0%
NORTHWEST GEORGIA	31	3	34	91.2%
NORTHWEST TEXAS	52	7	59	88.1%
NORWELA	69	7	76	90.8%
OCCONEECHEE	133	21	154	86.4%
OHIO RIVER VALLEY	36	4	40	90.0%
OLD HICKORY	79	20	99	79.8%
OLD NORTH STATE	111	21	132	84.1%
ORANGE COUNTY	262	59	321	81.6%
OREGON TRAIL	111	13	124	89.5%
OVERLAND TRAILS	38	7	45	84.4%
OZARK TRAILS	108	17	125	86.4%
PACIFIC HARBORS	155	25	180	86.1%
PACIFIC SKYLINE	74	12	86	86.0%
PALMETTO	60	4	64	93.8%
PATHWAY TO ADVENTURE	957	144	1,101	86.9%
PATRIOTS' PATH	148	39	187	79.1%
PEE DEE AREA	56	8	64	87.5%
PENNSYLVANIA DUTCH	46	9	55	83.6%
PIEDMONT 042	5	0	5	100.0%
PIEDMONT 420	96	10	106	90.6%
PIKES PEAK	59	12	71	83.1%
PINE BURR AREA	102	19	121	84.3%
PINE TREE	128	19	147	87.1%
PONY EXPRESS	34	7	41	82.9%
POTAWATOMI AREA	20	3	23	87.0%
PRAIRIELANDS	49	12	61	80.3%
PUERTO RICO	49	10	59	83.1%
PUSHMATAHA AREA	36	9	45	80.0%
QUAPAW AREA	235	43	278	84.5%
QUIMRA	178	31	209	85.0%
RAINBOW	63	6	69	91.3%
REDWOOD EMPIRE	39	11	50	78.0%
RIO GRANDE	61	10	71	85.9%
RIP VAN WINKLE	17	4	21	81.0%
ROCKY MOUNTAIN	51	12	63	81.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
SAGAMORE	71	10	81	87.7%
SAM HOUSTON AREA	541	64	605	89.4%
SAMOSET COUNCIL	20	7	27	74.1%
SAN DIEGO - IMPERIAL COUNCIL	298	49	347	85.9%
SANTA FE TRAIL	14	1	15	93.3%
SENECA WATERWAYS	158	29	185	84.3%
SEQUOIA	139	39	178	78.1%
SEQUOYAH	40	13	53	75.5%
SHENANDOAH AREA	17	3	20	85.0%
SILICON VALLEY MONTEREY BAY	188	43	229	81.2%
SIMON KENTON	231	40	271	85.2%
SIOUX	31	5	36	86.1%
SOUTH FLORIDA COUNCIL	355	61	416	85.3%
SOUTH GEORGIA	51	5	56	91.1%
SOUTH PLAINS	55	9	64	85.9%
SOUTH TEXAS	83	10	93	89.2%
SOUTHEAST LOUISIANA	217	41	258	84.1%
SOUTHERN SIERRA	97	13	110	88.2%
SOUTHWEST FLORIDA	75	18	93	80.6%
SPIRIT OF ADVENTURE	430	121	551	78.0%
SUFFOLK COUNTY	126	24	150	84.0%
SUSQUEHANNA	28	4	32	87.5%
SUWANNEE RIVER AREA	35	4	39	89.7%
TECUMSEH	48	13	61	78.7%
TEXAS SOUTHWEST	41	1	42	97.6%
TEXAS TRAILS	48	6	54	88.9%
THEODORE ROOSEVELT	133	27	160	83.1%
THREE FIRES	105	23	128	82.0%
THREE HARBORS	181	28	189	85.2%
THREE RIVERS	85	15	100	85.0%
TIDEWATER	145	25	170	85.3%
TRANSATLANTIC	115	29	144	79.9%
TUKABATCHEE AREA	84	9	93	90.3%
TUSCARORA	27	3	30	90.0%
TWIN RIVERS	153	23	178	86.9%
TWIN VALLEY	29	7	36	80.6%
VENTURA COUNTY	58	16	72	77.8%
VERDUGO HILLS	46	8	54	85.2%
VIRGINIA HEADWATERS	27	4	31	87.1%
VOYAGEURS AREA	24	8	32	75.0%
W.D. BOYCE	93	17	110	84.5%
WASHINGTON CROSSING	47	12	59	79.7%
WEST TENNESSEE AREA	39	6	45	86.7%
WESTARK AREA	72	10	82	87.8%
WESTCHESTER-PUTNAM	117	51	168	69.6%
WESTERN LOS ANGELES COUNTY	162	43	205	79.0%
WESTERN MASSACHUSETTS	117	37	154	76.0%
WESTMORELAND-FAYETTE	37	12	49	75.6%
WINNEBAGO	43	10	53	81.1%
YOCONA AREA	41	1	42	97.6%
YUCCA	114	21	135	84.4%
ABRAHAM LINCOLN; BAY-LAKES; GREATER ST. LOUIS AREA; VOYAGEURS AREA	1		1	100.0%
ABRAHAM LINCOLN; DAN BEARD	1		1	100.0%
ABRAHAM LINCOLN; GREATER ST. LOUIS AREA	2		2	100.0%
ABRAHAM LINCOLN; PATHWAY TO ADVENTURE	1		1	100.0%
ABRAHAM LINCOLN; RAINBOW	1		1	100.0%
ABRAHAM LINCOLN; W.D. BOYCE	1	1	2	50.0%
ALABAMA-FLORIDA; GREATER ALABAMA	3		3	100.0%
ALABAMA-FLORIDA; GULF COAST	1		1	100.0%
ALABAMA-FLORIDA; TRANSATLANTIC	1		1	100.0%
ALABAMA-FLORIDA; TUKABATCHEE AREA	1		1	100.0%
ALAMO AREA; BAY AREA; CIRCLE TEN; LONGHORN	1		1	100.0%
ALAMO AREA; CAPITOL AREA	2	1	3	66.7%
ALAMO AREA; GREATER NEW YORK	1		1	100.0%
ALAMO AREA; RIO GRANDE	1		1	100.0%
ALAMO AREA; SAM HOUSTON AREA	13		13	100.0%
ALAMO AREA; SIMON KENTON	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
ALAMO AREA; SOUTH FLORIDA COUNCIL	1		1	100.0%
ALAMO AREA; SOUTH TEXAS	1		1	100.0%
ALAMO AREA; SPIRIT OF ADVENTURE	1		1	100.0%
ALAMO AREA; TEXAS SOUTHWEST	2		2	100.0%
ALLEGHENY HIGHLANDS; BALTIMORE AREA	2		2	100.0%
ALLEGHENY HIGHLANDS; BLACK SWAMP AREA	1		1	100.0%
ALLEGHENY HIGHLANDS; BUCKSKIN	2		2	100.0%
ALLEGHENY HIGHLANDS; BUCKTAIL	1		1	100.0%
ALLEGHENY HIGHLANDS; CHICKASAW	1		1	100.0%
ALLEGHENY HIGHLANDS; GREAT TRAIL	1		1	100.0%
ALLEGHENY HIGHLANDS; GREATER NIAGARA FRONTIER; IROQUOIS TRAIL	1		1	100.0%
ALLEGHENY HIGHLANDS; LAUREL HIGHLANDS	1	1	2	50.0%
ALLEGHENY HIGHLANDS; LEATHERSTOCKING	1		1	100.0%
ALLEGHENY HIGHLANDS; SENECA WATERWAYS	2	3	5	40.0%
ALOHA; CROSSROADS OF THE WEST		1	1	0.0%
ALOHA; DIRECT SERVICE		28	28	0.0%
ALOHA; FAR EAST	1		1	100.0%
ALOHA; GOLDEN GATE AREA	1		1	100.0%
ALOHA; MICHIGAN CROSSROADS; NORTHEAST ILLINOIS; THREE HARBORS	1		1	100.0%
ALOHA; WESTERN LOS ANGELES COUNTY		1	1	0.0%
ANDREW JACKSON; CHICKASAW	2		2	100.0%
ANDREW JACKSON; GREATER LOS ANGELES	1		1	100.0%
ANDREW JACKSON; ISTROUMA AREA	1		1	100.0%
ANDREW JACKSON; MICHIGAN CROSSROADS	1		1	100.0%
ANDREW JACKSON; PINE BURR AREA	2	1	3	66.7%
ANDREW JACKSON; PUSHMATAHA AREA	4		4	100.0%
ANTHONY WAYNE AREA; CROSSROADS OF AMERICA	1		1	100.0%
ANTHONY WAYNE AREA; ERIE SHORES	1		1	100.0%
ANTHONY WAYNE AREA; LASALLE	1		1	100.0%
ANTHONY WAYNE AREA; MICHIGAN CROSSROADS	1		1	100.0%
ANTHONY WAYNE AREA; PATHWAY TO ADVENTURE	1		1	100.0%
ANTHONY WAYNE AREA; SAGAMORE	1		1	100.0%
ARBuckle AREA; LAST FRONTIER	2		2	100.0%
ATLANTA AREA; BLUE GRASS	1		1	100.0%
ATLANTA AREA; CENTRAL GEORGIA	2		2	100.0%
ATLANTA AREA; CENTRAL GEORGIA; JERSEY SHORE; TRANSATLANTIC	1		1	100.0%
ATLANTA AREA; CHATTAHOOCHEE	2	1	3	66.7%
ATLANTA AREA; COASTAL GEORGIA	2	2	4	50.0%
ATLANTA AREA; DAN BEARD; GULF COAST; NORTH FLORIDA		1	1	0.0%
ATLANTA AREA; FLINT RIVER	3	1	4	75.0%
ATLANTA AREA; GREAT SOUTHWEST		1	1	0.0%
ATLANTA AREA; GREAT TRAIL	1		1	100.0%
ATLANTA AREA; GREATER ALABAMA	1		1	100.0%
ATLANTA AREA; GREATER ST. LOUIS AREA	1		1	100.0%
ATLANTA AREA; JERSEY SHORE	2		2	100.0%
ATLANTA AREA; LAKE ERIE	1		1	100.0%
ATLANTA AREA; NEVADA AREA	1		1	100.0%
ATLANTA AREA; NORTH FLORIDA	1		1	100.0%
ATLANTA AREA; NORTHEAST GEORGIA	9	2	11	81.8%
ATLANTA AREA; NORTHWEST GEORGIA	2		2	100.0%
ATLANTA AREA; PATHWAY TO ADVENTURE	1		1	100.0%
ATLANTA AREA; SOUTH GEORGIA	1		1	100.0%
ATLANTA AREA; SUWANNEE RIVER AREA	1		1	100.0%
ATLANTA AREA; TUKABATCHEE AREA	1		1	100.0%
BADEN POWELL; CRADLE OF LIBERTY	2		2	100.0%
BADEN POWELL; CRADLE OF LIBERTY; CROSSROADS OF AMERICA		1	1	0.0%
BADEN POWELL; DEL-MAR-VA	1		1	100.0%
BADEN POWELL; GREATER NEW YORK	1		1	100.0%
BADEN POWELL; GREATER NEW YORK; PATRIOTS' PATH	1		1	100.0%
BADEN POWELL; JUNIATA VALLEY	1	1	2	50.0%
BADEN POWELL; LAST FRONTIER		1	1	0.0%
BADEN POWELL; LAUREL HIGHLANDS	1		1	100.0%
BADEN POWELL; LONGHOUSE; THREE FIRES	1		1	100.0%
BADEN POWELL; MAYFLOWER; SPIRIT OF ADVENTURE	1		1	100.0%
BADEN POWELL; NATIONAL CAPITAL AREA	1		1	100.0%
BADEN POWELL; SOUTH FLORIDA COUNCIL	1		1	100.0%
BADEN POWELL; SUSQUEHANNA	2		2	100.0%
BADEN POWELL; TUSCARORA	3		3	100.0%
BADEN POWELL; TWIN RIVERS	1	1	2	50.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
BALTIMORE AREA; CHESTER COUNTY	1		1	100.0%
BALTIMORE AREA; DEL-MAR-VA	6	1	7	85.7%
BALTIMORE AREA; GREATER ST. LOUIS AREA	1		1	100.0%
BALTIMORE AREA; LINCOLN HERITAGE	1		1	100.0%
BALTIMORE AREA; MASON-DIXON	1		1	100.0%
BALTIMORE AREA; NATIONAL CAPITAL AREA	11	5	16	68.8%
BALTIMORE AREA; NATIONAL CAPITAL AREA; PATRIOTS' PATH		1	1	0.0%
BAY AREA; SAM HOUSTON AREA	2	1	3	66.7%
BAY-LAKES; CASCADE PACIFIC		1	1	0.0%
BAY-LAKES; GATEWAY AREA; PATHWAY TO ADVENTURE	1		1	100.0%
BAY-LAKES; GLACIER'S EDGE	2		2	100.0%
BAY-LAKES; MICHIGAN CROSSROADS	6	2	8	75.0%
BAY-LAKES; NORTHEAST ILLINOIS	1		1	100.0%
BAY-LAKES; NORTHERN STAR	1		1	100.0%
BAY-LAKES; OREGON TRAIL	1		1	100.0%
BAY-LAKES; PACIFIC HARBORS	1		1	100.0%
BAY-LAKES; PATHWAY TO ADVENTURE	3	2	5	60.0%
BAY-LAKES; POTAWATOMI AREA	1		1	100.0%
BAY-LAKES; REDWOOD EMPIRE	1		1	100.0%
BAY-LAKES; SAMOSET COUNCIL	1		1	100.0%
BAY-LAKES; THREE FIRES	1		1	100.0%
BAY-LAKES; THREE HARBORS	1		1	100.0%
BAY-LAKES; TWIN RIVERS	1		1	100.0%
BLACK HILLS AREA; GREATER ALABAMA	1		1	100.0%
BLACK HILLS AREA; MONTANA	1		1	100.0%
BLACK HILLS AREA; SIOUX	1		1	100.0%
BLACK SWAMP AREA; BUCKEYE	2		2	100.0%
BLACK SWAMP AREA; ERIE SHORES	2		2	100.0%
BLACK SWAMP AREA; GREATER ST. LOUIS AREA	1		1	100.0%
BLACK SWAMP AREA; SIMON KENTON	2		2	100.0%
BLACK SWAMP AREA; WESTERN LOS ANGELES COUNTY	1		1	100.0%
BLACK WARRIOR; GREATER ALABAMA	5	1	6	83.3%
BLACK WARRIOR; TUKABATCHEE AREA	1		1	100.0%
BLACKHAWK AREA; BUCKEYE	1		1	100.0%
BLACKHAWK AREA; CONNECTICUT RIVERS; CONNECTICUT YANKEE	1		1	100.0%
BLACKHAWK AREA; CROSSROADS OF AMERICA	1		1	100.0%
BLACKHAWK AREA; NORTHEAST ILLINOIS	1	1	2	50.0%
BLACKHAWK AREA; PATHWAY TO ADVENTURE		1	1	0.0%
BLACKHAWK AREA; RAINBOW	3		3	100.0%
BLACKHAWK AREA; THREE FIRES	1		1	100.0%
BLACKHAWK AREA; THREE RIVERS	1		1	100.0%
BLUE GRASS; DAN BEARD	1		1	100.0%
BLUE GRASS; LAUREL HIGHLANDS	2		2	100.0%
BLUE GRASS; LINCOLN HERITAGE	4	1	5	80.0%
BLUE GRASS; SEQUOYAH	3		3	100.0%
BLUE GRASS; SIMON KENTON	1	1	2	50.0%
BLUE MOUNTAIN; CASCADE PACIFIC	2		2	100.0%
BLUE MOUNTAIN; INLAND NORTHWEST	1	1	2	50.0%
BLUE MOUNTAIN; PATRIOTS' PATH		1	1	0.0%
BLUE RIDGE MOUNTAINS; CROSSROADS OF AMERICA	1		1	100.0%
BLUE RIDGE MOUNTAINS; HEART OF VIRGINIA	2		2	100.0%
BLUE RIDGE MOUNTAINS; SHENANDOAH AREA	1		1	100.0%
BLUE RIDGE MOUNTAINS; TIDEWATER	4		4	100.0%
BLUE RIDGE; BLUE RIDGE MOUNTAINS	1		1	100.0%
BLUE RIDGE; CENTRAL FLORIDA; DANIEL BOONE; PIEDMONT 420	1		1	100.0%
BLUE RIDGE; CHICKASAW	1		1	100.0%
BLUE RIDGE; CIMARRON	1		1	100.0%
BLUE RIDGE; DANIEL BOONE	1		1	100.0%
BLUE RIDGE; EAST CAROLINA	1		1	100.0%
BLUE RIDGE; INDIAN WATERS	1		1	100.0%
BLUE RIDGE; PALMETTO	1	1	2	50.0%
BUCKEYE; GREAT TRAIL	3	1	4	75.0%
BUCKEYE; GREAT TRAIL; LAKE ERIE	1	1	2	50.0%
BUCKEYE; GREEN MOUNTAIN		1	1	0.0%
BUCKEYE; HEART OF AMERICA	1		1	100.0%
BUCKEYE; LAKE ERIE	13	1	14	92.9%
BUCKEYE; LAKE ERIE; MAYFLOWER; NARRAGANSETT	1		1	100.0%
BUCKEYE; SIMON KENTON	2		2	100.0%
BUCKEYE; TUSCARORA	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.I. 9278) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
BUCKSKIN; COASTAL GEORGIA		1	1	0.0%
BUCKSKIN; DAN BEARD	1		1	100.0%
BUCKSKIN; GREATER ALABAMA		1	1	0.0%
BUCKSKIN; HAWK MOUNTAIN	1		1	100.0%
BUCKSKIN; MECKLENBURG COUNTY	1		1	100.0%
BUCKSKIN; MOUNTAINEER AREA	2	2	4	50.0%
BUCKSKIN; NATIONAL CAPITAL AREA	1		1	100.0%
BUCKSKIN; SENECA WATERWAYS	1		1	100.0%
BUCKSKIN; SIMON KENTON	2		2	100.0%
BUCKTAIL; EAST TEXAS AREA; NORWELA	1		1	100.0%
BUCKTAIL; LAUREL HIGHLANDS		1	1	0.0%
BUFFALO TRACE; BUFFALO TRAIL	1		1	100.0%
BUFFALO TRACE; GREATER ST. LOUIS AREA	1		1	100.0%
BUFFALO TRACE; LINCOLN HERITAGE	2		2	100.0%
BUFFALO TRACE; MICHIGAN CROSSROADS	1		1	100.0%
BUFFALO TRACE; SAGAMORE	1		1	100.0%
BUFFALO TRAIL; DIRECT SERVICE	1		1	100.0%
BUFFALO TRAIL; LONGHORN	1		1	100.0%
BUFFALO TRAIL; SOUTH PLAINS	1		1	100.0%
BUFFALO TRAIL; TEXAS TRAILS	1	1	2	50.0%
CADDO AREA; CHICKASAW; DE SOTO AREA; QUAPAW AREA; WESTARK AREA	1		1	100.0%
CADDO AREA; CIRCLE TEN	1		1	100.0%
CADDO AREA; CIRCLE TEN; EAST TEXAS AREA; RIO GRANDE	1		1	100.0%
CADDO AREA; EAST TEXAS AREA	1		1	100.0%
CADDO AREA; NORWELA		1	1	0.0%
CADDO AREA; QUAPAW AREA	2		2	100.0%
CALCASIEU; EVANGELINE AREA	1		1	100.0%
CALCASIEU; INDIAN NATIONS	1		1	100.0%
CALCASIEU; LOUISIANA PURCHASE	3		3	100.0%
CALCASIEU; NORWELA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; CATALINA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; CENTRAL FLORIDA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; CROSSROADS OF THE WEST	1		1	100.0%
CALIFORNIA INLAND EMPIRE; DANIEL WEBSTER	1		1	100.0%
CALIFORNIA INLAND EMPIRE; DENVER AREA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; GOLDEN EMPIRE	2		2	100.0%
CALIFORNIA INLAND EMPIRE; GREATER LOS ANGELES	25	7	32	78.1%
CALIFORNIA INLAND EMPIRE; GREATER LOS ANGELES; ORANGE COUNTY		1	1	0.0%
CALIFORNIA INLAND EMPIRE; GREATER LOS ANGELES; SPIRIT OF ADVENTURE	1		1	100.0%
CALIFORNIA INLAND EMPIRE; LAS VEGAS AREA		1	1	0.0%
CALIFORNIA INLAND EMPIRE; LONG BEACH AREA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; LONG BEACH AREA; ORANGE COUNTY; SAN DIEGO - IMPERIAL COUNCIL; VENTURA COUNTY; VERDUGO HILLS; WESTERN LOS ANGELES COUNTY		1	1	0.0%
CALIFORNIA INLAND EMPIRE; LONGS PEAK COUNCIL	1		1	100.0%
CALIFORNIA INLAND EMPIRE; ORANGE COUNTY	2		2	100.0%
CALIFORNIA INLAND EMPIRE; SAN DIEGO - IMPERIAL COUNCIL	2		2	100.0%
CALIFORNIA INLAND EMPIRE; SOUTHERN SIERRA	1		1	100.0%
CALIFORNIA INLAND EMPIRE; TEXAS SOUTHWEST	1		1	100.0%
CALIFORNIA INLAND EMPIRE; VENTURA COUNTY	1		1	100.0%
CALIFORNIA INLAND EMPIRE; VERDUGO HILLS	1		1	100.0%
CALIFORNIA INLAND EMPIRE; WESTERN LOS ANGELES COUNTY	3		3	100.0%
CALIFORNIA INLAND EMPIRE; YUCCA		1	1	0.0%
CAPE COD & ISLANDS; FAR EAST	1		1	100.0%
CAPE COD & ISLANDS; GREATER NEW YORK	1		1	100.0%
CAPE COD & ISLANDS; HEART OF NEW ENGLAND	1		1	100.0%
CAPE COD & ISLANDS; HEART OF NEW ENGLAND; MAYFLOWER	1		1	100.0%
CAPE COD & ISLANDS; MAYFLOWER; NARRAGANSETT	1		1	100.0%
CAPE COD & ISLANDS; NARRAGANSETT	1		1	100.0%
CAPE COD & ISLANDS; NATIONAL CAPITAL AREA	1		1	100.0%
CAPE COD & ISLANDS; SPIRIT OF ADVENTURE	1		1	100.0%
CAPE FEAR; CENTRAL NORTH CAROLINA; EAST CAROLINA	1		1	100.0%
CAPE FEAR; DEL-MAR-VA	3		3	100.0%
CAPE FEAR; EAST CAROLINA	1		1	100.0%
CAPE FEAR; MECKLENBURG COUNTY	1		1	100.0%
CAPE FEAR; OCCONEECHEE	1		1	100.0%
CAPE FEAR; OLD HICKORY	1		1	100.0%
CAPE FEAR; PIEDMONT 420	1		1	100.0%
CAPITOL AREA; CIRCLE TEN; LONGHORN		1	1	0.0%
CAPITOL AREA; LONGHORN	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.J. 9275) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
CAPITOL AREA; NATIONAL CAPITAL AREA	2		2	100.0%
CAPITOL AREA; SAM HOUSTON AREA	3	1	4	75.0%
CAPITOL AREA; TEXAS TRAILS	1		1	100.0%
CAPITOL AREA; THREE RIVERS	1		1	100.0%
CASCADE PACIFIC; CRATER LAKE COUNCIL	2		2	100.0%
CASCADE PACIFIC; GOLDEN EMPIRE	1		1	100.0%
CASCADE PACIFIC; GREATER LOS ANGELES	1		1	100.0%
CASCADE PACIFIC; GREATER NEW YORK	1		1	100.0%
CASCADE PACIFIC; MID-AMERICA	1		1	100.0%
CASCADE PACIFIC; MOUNT BAKER	1	1	2	50.0%
CASCADE PACIFIC; MOUNT BAKER; PACIFIC HARBORS		1	1	0.0%
CASCADE PACIFIC; OREGON TRAIL	1		1	100.0%
CASCADE PACIFIC; PACIFIC HARBORS		1	1	0.0%
CASCADE PACIFIC; PINE TREE	3	1	4	75.0%
CASCADE PACIFIC; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
CATALINA; GRAND CANYON	6	1	7	85.7%
CATALINA; GREATER LOS ANGELES	1		1	100.0%
CATALINA; HEART OF AMERICA		1	1	0.0%
CATALINA; LAS VEGAS AREA	1		1	100.0%
CATALINA; LONGS PEAK COUNCIL	1		1	100.0%
CATALINA; ORANGE COUNTY	1		1	100.0%
CATALINA; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
CENTRAL FLORIDA; GREATER NEW YORK	1		1	100.0%
CENTRAL FLORIDA; GREATER TAMPA BAY AREA	1		1	100.0%
CENTRAL FLORIDA; GREATER TAMPA BAY AREA; NORTH FLORIDA	1		1	100.0%
CENTRAL FLORIDA; GULF STREAM	1		1	100.0%
CENTRAL FLORIDA; NORTH FLORIDA	4	1	5	80.0%
CENTRAL FLORIDA; NORTH FLORIDA; PIEDMONT 420	1		1	100.0%
CENTRAL FLORIDA; ORANGE COUNTY	2		2	100.0%
CENTRAL FLORIDA; SIMON KENTON	1		1	100.0%
CENTRAL FLORIDA; SOUTH FLORIDA COUNCIL	1		1	100.0%
CENTRAL FLORIDA; SOUTHWEST FLORIDA	1		1	100.0%
CENTRAL GEORGIA; COASTAL GEORGIA	2		2	100.0%
CENTRAL GEORGIA; SOUTH GEORGIA	2		2	100.0%
CENTRAL MINNESOTA; GAMEHAVEN; NORTHERN STAR	1		1	100.0%
CENTRAL MINNESOTA; GREATER NEW YORK; NORTHERN STAR		1	1	0.0%
CENTRAL MINNESOTA; NORTHERN LIGHTS	1		1	100.0%
CENTRAL MINNESOTA; NORTHERN STAR	5	2	7	71.4%
CENTRAL MINNESOTA; VOYAGEURS AREA	3		3	100.0%
CENTRAL NEW JERSEY; MINSI TRAILS	2		2	100.0%
CENTRAL NEW JERSEY; MONMOUTH	10	1	11	90.9%
CENTRAL NEW JERSEY; NORTHERN NEW JERSEY; WASHINGTON CROSSING	1		1	100.0%
CENTRAL NEW JERSEY; PATRIOTS' PATH	20	5	25	80.0%
CENTRAL NEW JERSEY; WASHINGTON CROSSING	38	7	45	84.4%
CENTRAL NORTH CAROLINA; MECKLENBURG COUNTY	3		3	100.0%
CENTRAL NORTH CAROLINA; OCCONEECHEE		3	3	0.0%
CENTRAL NORTH CAROLINA; OLD NORTH STATE	1		1	100.0%
CENTRAL NORTH CAROLINA; PIEDMONT 420	1		1	100.0%
CHATTAHOOCHEE; COASTAL GEORGIA		1	1	0.0%
CHATTAHOOCHEE; FLINT RIVER	1	1	2	50.0%
CHATTAHOOCHEE; GREATER ALABAMA	1	1	2	50.0%
CHATTAHOOCHEE; NORTHEAST GEORGIA	1		1	100.0%
CHEROKEE AREA 469; CIMARRON	1		1	100.0%
CHEROKEE AREA 469; INDIAN NATIONS	1		1	100.0%
CHEROKEE AREA 469; QUAPAW AREA	4		4	100.0%
CHEROKEE AREA 558; GREAT RIVERS	1		1	100.0%
CHEROKEE AREA 558; GREAT SMOKY MOUNTAIN	1		1	100.0%
CHEROKEE AREA 558; NATIONAL CAPITAL AREA		1	1	0.0%
CHEROKEE AREA 558; NORTH FLORIDA	1		1	100.0%
CHEROKEE AREA 558; NORTHWEST GEORGIA	1	1	2	50.0%
CHEROKEE AREA 558; SAM HOUSTON AREA	1		1	100.0%
CHESTER COUNTY; CRADLE OF LIBERTY	2	1	3	66.7%
CHESTER COUNTY; CRADLE OF LIBERTY; WESTCHESTER-PUTNAM		1	1	0.0%
CHESTER COUNTY; DEL-MAR-VA	1		1	100.0%
CHESTER COUNTY; MINSI TRAILS; NEW BIRTH OF FREEDOM; PENNSYLVANIA DUTCH; WASHINGTON CROSSING		1	1	0.0%
CHESTER COUNTY; WESTCHESTER-PUTNAM	4		4	100.0%
CHICKASAW; GREATER ALABAMA		1	1	0.0%
CHICKASAW; NATIONAL CAPITAL AREA	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.J. 9275) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
CHICKASAW; PINE BURR AREA; PUSHMATAHA AREA; YOCONA AREA	1		1	100.0%
CHICKASAW; YOCONA AREA	1		1	100.0%
CHIEF CORNPLANTER; GREAT TRAIL	1		1	100.0%
CHIEF SEATTLE; CROSSROADS OF THE WEST	1		1	100.0%
CHIEF SEATTLE; GRAND COLUMBIA; PACIFIC HARBORS	1		1	100.0%
CHIEF SEATTLE; INLAND NORTHWEST	1		1	100.0%
CHIEF SEATTLE; MOUNT BAKER	3	1	4	75.0%
CHIEF SEATTLE; OREGON TRAIL	1		1	100.0%
CHIEF SEATTLE; PACIFIC HARBORS	9	2	11	81.8%
CHIEF SEATTLE; SILICON VALLEY MONTEREY BAY	1		1	100.0%
CHIPPEWA VALLEY; MID-AMERICA; NORTHERN STAR		1	1	0.0%
CHIPPEWA VALLEY; NORTHERN STAR	14	2	16	87.5%
CHIPPEWA VALLEY; VOYAGEURS AREA	1		1	100.0%
CHOCTAW AREA; PINE BURR AREA		1	1	0.0%
CIMARRON; INDIAN NATIONS	1		1	100.0%
CIMARRON; QUIVIRA	1		1	100.0%
CIMARRON; SOUTH PLAINS	1		1	100.0%
CIMARRON; TWIN RIVERS	1		1	100.0%
CIRCLE TEN; EAST TEXAS AREA; LONGHORN	1		1	100.0%
CIRCLE TEN; GREAT TRAIL	1		1	100.0%
CIRCLE TEN; GREATER LOS ANGELES; WESTERN LOS ANGELES COUNTY	1		1	100.0%
CIRCLE TEN; LONGHORN	21		21	100.0%
CIRCLE TEN; NARRAGANSETT	1		1	100.0%
CIRCLE TEN; SAM HOUSTON AREA	4		4	100.0%
CIRCLE TEN; THREE RIVERS	1		1	100.0%
CIRCLE TEN; VENTURA COUNTY; WESTERN LOS ANGELES COUNTY	2		2	100.0%
CIRCLE TEN; WESTERN LOS ANGELES COUNTY	13	1	14	92.9%
COASTAL CAROLINA; ERIE SHORES	1		1	100.0%
COASTAL CAROLINA; GOLDEN SPREAD	1		1	100.0%
COASTAL CAROLINA; PALMETTO	1		1	100.0%
COASTAL CAROLINA; PEE DEE AREA	2		2	100.0%
COASTAL CAROLINA; PIEDMONT 420	1		1	100.0%
COASTAL GEORGIA; GREATER TAMPA BAY AREA	1		1	100.0%
COASTAL GEORGIA; MIDDLE TENNESSEE	1		1	100.0%
COASTAL GEORGIA; NORTH FLORIDA	1		1	100.0%
COASTAL GEORGIA; NORTHEAST GEORGIA	1		1	100.0%
COASTAL GEORGIA; PACIFIC HARBORS	1		1	100.0%
COASTAL GEORGIA; SHENANDOAH AREA	1		1	100.0%
COASTAL GEORGIA; SOUTH GEORGIA	1		1	100.0%
COASTAL GEORGIA; TUSCARORA	1		1	100.0%
COLONIAL VIRGINIA; ERIE SHORES	1		1	100.0%
COLONIAL VIRGINIA; HEART OF VIRGINIA		1	1	0.0%
COLONIAL VIRGINIA; HEART OF VIRGINIA; TIDEWATER	1		1	100.0%
COLONIAL VIRGINIA; NATIONAL CAPITAL AREA	1		1	100.0%
COLONIAL VIRGINIA; PINE BURR AREA		1	1	0.0%
COLONIAL VIRGINIA; TIDEWATER	15	5	20	75.0%
COLUMBIA-MONTOUR; LEATHERSTOCKING	1		1	100.0%
COLUMBIA-MONTOUR; LINCOLN HERITAGE	1		1	100.0%
CONNECTICUT RIVERS; CONNECTICUT YANKEE	15	5	20	75.0%
CONNECTICUT RIVERS; DANIEL WEBSTER		1	1	0.0%
CONNECTICUT RIVERS; DANIEL WEBSTER; NARRAGANSETT	1		1	100.0%
CONNECTICUT RIVERS; HEART OF NEW ENGLAND	3		3	100.0%
CONNECTICUT RIVERS; HOUSATONIC	1		1	100.0%
CONNECTICUT RIVERS; HUDSON VALLEY	1		1	100.0%
CONNECTICUT RIVERS; MAYFLOWER; WESTCHESTER-PUTNAM		1	1	0.0%
CONNECTICUT RIVERS; MONMOUTH		1	1	0.0%
CONNECTICUT RIVERS; NARRAGANSETT	2		2	100.0%
CONNECTICUT RIVERS; SENECA WATERWAYS	1		1	100.0%
CONNECTICUT RIVERS; SEQUOYAH		1	1	0.0%
CONNECTICUT RIVERS; SUFFOLK COUNTY	1		1	100.0%
CONNECTICUT RIVERS; THEODORE ROOSEVELT	1		1	100.0%
CONNECTICUT RIVERS; WASHINGTON CROSSING	1		1	100.0%
CONNECTICUT RIVERS; WESTCHESTER-PUTNAM		1	1	0.0%
CONNECTICUT RIVERS; WESTERN MASSACHUSETTS	1		1	100.0%
CONNECTICUT YANKEE; GREENWICH	7	1	8	87.5%
CONNECTICUT YANKEE; HOUSATONIC	1		1	100.0%
CONNECTICUT YANKEE; HUDSON VALLEY	1		1	100.0%
CONNECTICUT YANKEE; MICHIGAN CROSSROADS	1		1	100.0%
CONNECTICUT YANKEE; SUWANNEE RIVER AREA	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.I. 9276) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
CONQUISTADOR; CROSSROADS OF THE WEST	1		1	100.0%
CONQUISTADOR; FAR EAST; YUCCA	1		1	100.0%
CONQUISTADOR; GREAT SOUTHWEST	3		3	100.0%
CORNHUSKER; GREATER YOSEMITE	1		1	100.0%
CORNHUSKER; QUIVIRA	1		1	100.0%
CORONADO AREA; GREAT SOUTHWEST	1		1	100.0%
CORONADO AREA; GREATER NEW YORK	1		1	100.0%
CORONADO AREA; JAYHAWK AREA	2	1	3	66.7%
CRADLE OF LIBERTY; CROSSROADS OF AMERICA; MINSI TRAILS	1		1	100.0%
CRADLE OF LIBERTY; FRENCH CREEK	1		1	100.0%
CRADLE OF LIBERTY; GREAT SOUTHWEST	1		1	100.0%
CRADLE OF LIBERTY; HAWK MOUNTAIN; NORTHEASTERN PENNSYLVANIA		1	1	0.0%
CRADLE OF LIBERTY; JERSEY SHORE	1		1	100.0%
CRADLE OF LIBERTY; JUNIATA VALLEY	1		1	100.0%
CRADLE OF LIBERTY; LAUREL HIGHLANDS	1	1	2	50.0%
CRADLE OF LIBERTY; MINSI TRAILS	3		3	100.0%
CRADLE OF LIBERTY; MINSI TRAILS; NORTHERN NEW JERSEY	1		1	100.0%
CRADLE OF LIBERTY; NEW BIRTH OF FREEDOM		1	1	0.0%
CRADLE OF LIBERTY; NORTHERN NEW JERSEY	1		1	100.0%
CRADLE OF LIBERTY; SUSQUEHANNA	2		2	100.0%
CRADLE OF LIBERTY; WASHINGTON CROSSING	4		4	100.0%
CRATER LAKE COUNCIL; LOS PADRES	7	2	9	77.8%
CRATER LAKE COUNCIL; OREGON TRAIL	1		1	100.0%
CRATER LAKE COUNCIL; REDWOOD EMPIRE	4	1	5	80.0%
CRATER LAKE COUNCIL; WESTERN LOS ANGELES COUNTY	1		1	100.0%
CROSSROADS OF AMERICA; CROSSROADS OF THE WEST	3	1	4	75.0%
CROSSROADS OF AMERICA; DAN BEARD		1	1	0.0%
CROSSROADS OF AMERICA; DAN BEARD; HOOSIER TRAILS	1		1	100.0%
CROSSROADS OF AMERICA; DEL-MAR-VA	10	4	14	71.4%
CROSSROADS OF AMERICA; DEL-MAR-VA; NATIONAL CAPITAL AREA	1		1	100.0%
CROSSROADS OF AMERICA; GARDEN STATE	1		1	100.0%
CROSSROADS OF AMERICA; GREATER ST. LOUIS AREA	1		1	100.0%
CROSSROADS OF AMERICA; HOOSIER TRAILS	7	5	12	58.3%
CROSSROADS OF AMERICA; MIAMI VALLEY	1	1	2	50.0%
CROSSROADS OF AMERICA; MICHIGAN CROSSROADS	1	1	2	50.0%
CROSSROADS OF AMERICA; MINSI TRAILS	1		1	100.0%
CROSSROADS OF AMERICA; PATHWAY TO ADVENTURE	1		1	100.0%
CROSSROADS OF AMERICA; SAGAMORE	7		7	100.0%
CROSSROADS OF AMERICA; SIMON KENTON		1	1	0.0%
CROSSROADS OF AMERICA; TUKABATCHEE AREA	1		1	100.0%
CROSSROADS OF THE WEST; GRAND TETON	2	1	3	66.7%
CROSSROADS OF THE WEST; GREATER WYOMING; NORTHEAST ILLINOIS	1		1	100.0%
CROSSROADS OF THE WEST; INLAND NORTHWEST	1		1	100.0%
CROSSROADS OF THE WEST; LAS VEGAS AREA	2		2	100.0%
CROSSROADS OF THE WEST; LINCOLN HERITAGE	1		1	100.0%
CROSSROADS OF THE WEST; MIDDLE TENNESSEE	1		1	100.0%
CROSSROADS OF THE WEST; MOUNTAIN WEST	2		2	100.0%
CROSSROADS OF THE WEST; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
DAN BEARD; GREAT RIVERS; SOUTH FLORIDA COUNCIL	1		1	100.0%
DAN BEARD; LAST FRONTIER	1		1	100.0%
DAN BEARD; LINCOLN HERITAGE	1		1	100.0%
DAN BEARD; MIAMI VALLEY	3		3	100.0%
DAN BEARD; QUAPAW AREA	1		1	100.0%
DAN BEARD; SIMON KENTON	2		2	100.0%
DANIEL BOONE; EAST CAROLINA	1		1	100.0%
DANIEL BOONE; MECKLENBURG COUNTY	2		2	100.0%
DANIEL BOONE; MOBILE AREA		1	1	0.0%
DANIEL BOONE; PEE DEE AREA	1		1	100.0%
DANIEL BOONE; PIEDMONT 420	2	1	3	66.7%
DANIEL BOONE; TIDEWATER	1		1	100.0%
DANIEL WEBSTER; GREATER ST. LOUIS AREA	1	1	2	50.0%
DANIEL WEBSTER; GREEN MOUNTAIN	2		2	100.0%
DANIEL WEBSTER; HEART OF NEW ENGLAND	4	1	5	80.0%
DANIEL WEBSTER; MAYFLOWER	2		2	100.0%
DANIEL WEBSTER; MICHIGAN CROSSROADS	1		1	100.0%
DANIEL WEBSTER; NARRAGANSETT		1	1	0.0%
DANIEL WEBSTER; NORTHERN NEW JERSEY	1		1	100.0%
DANIEL WEBSTER; SPIRIT OF ADVENTURE	11	5	16	68.8%
DANIEL WEBSTER; TIDEWATER	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
DE SOTO AREA; WESTARK AREA		1	1	0.0%
DEL-MAR-VA; GARDEN STATE	1		1	100.0%
DEL-MAR-VA; NATIONAL CAPITAL AREA		1	1	0.0%
DEL-MAR-VA; WESTERN MASSACHUSETTS		1	1	0.0%
DENVER AREA; GREAT SOUTHWEST		2	2	0.0%
DENVER AREA; GREATER ALABAMA		1	1	0.0%
DENVER AREA; GREATER ST. LOUIS AREA	1		1	100.0%
DENVER AREA; HEART OF AMERICA	1		1	100.0%
DENVER AREA; INDIAN NATIONS	1		1	100.0%
DENVER AREA; INLAND NORTHWEST	1		1	100.0%
DENVER AREA; LONGS PEAK COUNCIL	2		2	100.0%
DENVER AREA; PACIFIC HARBORS	1		1	100.0%
DENVER AREA; PIKES PEAK	3		3	100.0%
DENVER AREA; SIMON KENTON	1		1	100.0%
DENVER AREA; THREE FIRES	1		1	100.0%
DIRECT SERVICE; GREATER ST. LOUIS AREA	1		1	100.0%
DIRECT SERVICE; GULF COAST	1		1	100.0%
DIRECT SERVICE; NATIONAL CAPITAL AREA	2		2	100.0%
EAST CAROLINA; FAR EAST		1	1	0.0%
EAST CAROLINA; GRAND CANYON	1		1	100.0%
EAST CAROLINA; INDIAN WATERS	1		1	100.0%
EAST CAROLINA; MECKLENBURG COUNTY	2		2	100.0%
EAST CAROLINA; MICHIGAN CROSSROADS	1		1	100.0%
EAST CAROLINA; NORTH FLORIDA	1		1	100.0%
EAST CAROLINA; OCCONEECHEE		2	2	0.0%
EAST CAROLINA; OLD NORTH STATE		1	1	0.0%
EAST CAROLINA; TIDEWATER	1		1	100.0%
EAST CAROLINA; TUSCARORA	1		1	100.0%
EAST CAROLINA; TWIN RIVERS		1	1	0.0%
EAST TEXAS AREA; LAS VEGAS AREA; NEVADA AREA		1	1	0.0%
EAST TEXAS AREA; LONGHORN	1		1	100.0%
EAST TEXAS AREA; SAM HOUSTON AREA	1		1	100.0%
EAST TEXAS AREA; THREE RIVERS	1		1	100.0%
ERIE SHORES; GREAT TRAIL	1		1	100.0%
ERIE SHORES; LAKE ERIE	6		6	100.0%
ERIE SHORES; MICHIGAN CROSSROADS	1		1	100.0%
EVANGELINE AREA; GREATER ST. LOUIS AREA; SOUTHEAST LOUISIANA	1		1	100.0%
EVANGELINE AREA; ISTROUMA AREA	1		1	100.0%
EVANGELINE AREA; LOUISIANA PURCHASE	1		1	100.0%
EVANGELINE AREA; MICHIGAN CROSSROADS	1		1	100.0%
EVANGELINE AREA; SOUTHEAST LOUISIANA	2		2	100.0%
FIVE RIVERS; GREATER NEW YORK	1		1	100.0%
FIVE RIVERS; IROQUOIS TRAIL; SENECA WATERWAYS		4	4	0.0%
FIVE RIVERS; LAUREL HIGHLANDS	1		1	100.0%
FIVE RIVERS; MICHIGAN CROSSROADS	1		1	100.0%
FIVE RIVERS; NORTHEASTERN PENNSYLVANIA	1		1	100.0%
FIVE RIVERS; OHIO RIVER VALLEY	1		1	100.0%
FIVE RIVERS; PENNSYLVANIA DUTCH	1		1	100.0%
FIVE RIVERS; SENECA WATERWAYS	2	2	4	50.0%
FRENCH CREEK; GREATER NIAGARA FRONTIER	1		1	100.0%
FRENCH CREEK; LAUREL HIGHLANDS	2		2	100.0%
FRENCH CREEK; MID-AMERICA		1	1	0.0%
GAMEHAVEN; GOLDEN EMPIRE; GOLDEN GATE AREA; MARIN; PACIFIC SKYLINE		1	1	0.0%
GAMEHAVEN; LONGHOUSE	1		1	100.0%
GAMEHAVEN; NORTHERN STAR	1		1	100.0%
GAMEHAVEN; SENECA WATERWAYS	1		1	100.0%
GAMEHAVEN; TWIN VALLEY	1		1	100.0%
GARDEN STATE; JERSEY SHORE	6	1	7	85.7%
GARDEN STATE; JERSEY SHORE; WASHINGTON CROSSING	1		1	100.0%
GARDEN STATE; MONMOUTH	1		1	100.0%
GARDEN STATE; MORAIN TRAILS	1		1	100.0%
GARDEN STATE; NORTHERN NEW JERSEY	3		3	100.0%
GARDEN STATE; THEODORE ROOSEVELT		1	1	0.0%
GARDEN STATE; WASHINGTON CROSSING	1		1	100.0%
GATEWAY AREA; GLACIER'S EDGE; PATHWAY TO ADVENTURE	1		1	100.0%
GATEWAY AREA; GREATER NEW YORK	1		1	100.0%
GEORGIA-CAROLINA; INDIAN WATERS		1	1	0.0%
GEORGIA-CAROLINA; MECKLENBURG COUNTY	1		1	100.0%
GEORGIA-CAROLINA; NARRAGANSETT		1	1	0.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
GEORGIA-CAROLINA; PALMETTO	1		1	100.0%
GEORGIA-CAROLINA; TIDEWATER; VIRGINIA HEADWATERS	1		1	100.0%
GLACIER'S EDGE; SAMOSET COUNCIL	1		1	100.0%
GLACIER'S EDGE; SIOUX	1		1	100.0%
GLACIER'S EDGE; THREE HARBORS	1		1	100.0%
GLACIER'S EDGE; W.D. BOYCE	1		1	100.0%
GOLDEN EMPIRE; GOLDEN GATE AREA	18	3	21	85.7%
GOLDEN EMPIRE; GOLDEN GATE AREA; GREATER YOSEMITE	1		1	100.0%
GOLDEN EMPIRE; GOLDEN GATE AREA; GREATER YOSEMITE; MARIN; PACIFIC SKYLINE; PIEDMONT 042; REDWOOD EMPIRE; SEQUOIA; SILICON VALLEY MONTEREY BAY		1	1	0.0%
GOLDEN EMPIRE; GOLDEN GATE AREA; NATIONAL CAPITAL AREA	1		1	100.0%
GOLDEN EMPIRE; GOLDEN GATE AREA; PACIFIC SKYLINE	1		1	100.0%
GOLDEN EMPIRE; GOLDEN GATE AREA; REDWOOD EMPIRE		1	1	0.0%
GOLDEN EMPIRE; GREATER LOS ANGELES	3	1	4	75.0%
GOLDEN EMPIRE; GREATER YOSEMITE	7	2	9	77.8%
GOLDEN EMPIRE; GREATER YOSEMITE; PACIFIC SKYLINE; PIEDMONT 042; REDWOOD EMPIRE; SEQUOIA; SILICON VALLEY MONTEREY BAY		1	1	0.0%
GOLDEN EMPIRE; GREATER YOSEMITE; REDWOOD EMPIRE; SILICON VALLEY MONTEREY BAY		2	2	0.0%
GOLDEN EMPIRE; INLAND NORTHWEST		1	1	0.0%
GOLDEN EMPIRE; LAS VEGAS AREA	1		1	100.0%
GOLDEN EMPIRE; MARIN; REDWOOD EMPIRE		1	1	0.0%
GOLDEN EMPIRE; MORRAINE TRAILS		1	1	0.0%
GOLDEN EMPIRE; NARRAGANSETT	1		1	100.0%
GOLDEN EMPIRE; NEVADA AREA	3	3	6	50.0%
GOLDEN EMPIRE; NORTHERN STAR	1		1	100.0%
GOLDEN EMPIRE; OREGON TRAIL	1		1	100.0%
GOLDEN EMPIRE; PACIFIC SKYLINE	1		1	100.0%
GOLDEN EMPIRE; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
GOLDEN EMPIRE; SEQUOIA	2		2	100.0%
GOLDEN EMPIRE; SEQUOIA; SOUTHERN SIERRA	1		1	100.0%
GOLDEN EMPIRE; SILICON VALLEY MONTEREY BAY	1	2	3	33.3%
GOLDEN EMPIRE; SOUTHWEST FLORIDA		1	1	0.0%
GOLDEN EMPIRE; VENTURA COUNTY	1		1	100.0%
GOLDEN EMPIRE; WESTERN LOS ANGELES COUNTY	1		1	100.0%
GOLDEN GATE AREA; GREATER LOS ANGELES	1		1	100.0%
GOLDEN GATE AREA; GREATER LOS ANGELES; GREATER YOSEMITE		1	1	0.0%
GOLDEN GATE AREA; GREATER LOS ANGELES; WESTERN LOS ANGELES COUNTY	1		1	100.0%
GOLDEN GATE AREA; GREATER YOSEMITE	10	3	13	76.9%
GOLDEN GATE AREA; GREATER YOSEMITE; SENECA WATERWAYS	1		1	100.0%
GOLDEN GATE AREA; GREEN MOUNTAIN	1		1	100.0%
GOLDEN GATE AREA; INLAND NORTHWEST	1		1	100.0%
GOLDEN GATE AREA; MARIN	2		2	100.0%
GOLDEN GATE AREA; MARIN; SILICON VALLEY MONTEREY BAY		1	1	0.0%
GOLDEN GATE AREA; NEVADA AREA	4		4	100.0%
GOLDEN GATE AREA; NORTHERN NEW JERSEY	1		1	100.0%
GOLDEN GATE AREA; ORANGE COUNTY; SILICON VALLEY MONTEREY BAY	1		1	100.0%
GOLDEN GATE AREA; PACIFIC SKYLINE	8	4	10	80.0%
GOLDEN GATE AREA; PATRIOTS' PATH	1		1	100.0%
GOLDEN GATE AREA; PIEDMONT 042	2		2	100.0%
GOLDEN GATE AREA; REDWOOD EMPIRE	4	3	7	57.1%
GOLDEN GATE AREA; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
GOLDEN GATE AREA; SEQUOIA	1		1	100.0%
GOLDEN GATE AREA; SILICON VALLEY MONTEREY BAY	3		3	100.0%
GOLDEN GATE AREA; SOUTHERN SIERRA	1		1	100.0%
GOLDEN GATE AREA; WASHINGTON CROSSING	1		1	100.0%
GOLDEN SPREAD; GREAT SOUTHWEST	1		1	100.0%
GOLDEN SPREAD; ISTROUMA AREA	1		1	100.0%
GOLDEN SPREAD; LAST FRONTIER		2	2	0.0%
GOLDEN SPREAD; SAM HOUSTON AREA		1	1	0.0%
GOLDEN SPREAD; SOUTH FLORIDA COUNCIL	1		1	100.0%
GRAND CANYON; GREAT SOUTHWEST	2		2	100.0%
GRAND CANYON; GREATER LOS ANGELES	1		1	100.0%
GRAND CANYON; LONGHORN	1		1	100.0%
GRAND CANYON; MICHIGAN CROSSROADS	1		1	100.0%
GRAND COLUMBIA; INLAND NORTHWEST	1	2	3	33.3%
GRAND COLUMBIA; MOUNT BAKER	2		2	100.0%
GRAND COLUMBIA; PACIFIC HARBORS	1		1	100.0%
GRAND COLUMBIA; PIKES PEAK	1		1	100.0%
GRAND TETON; MONTANA	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
GRAND TETON; MOUNTAIN WEST	2	1	3	66.7%
GRAND TETON; ORANGE COUNTY	1		1	100.0%
GREAT ALASKA; MIDNIGHT SUN	3		3	100.0%
GREAT ALASKA; MIDNIGHT SUN; NORTHERN LIGHTS	1		1	100.0%
GREAT RIVERS; GREATER ST. LOUIS AREA	5		5	100.0%
GREAT RIVERS; HEART OF AMERICA	3		3	100.0%
GREAT RIVERS; OZARK TRAILS	2		2	100.0%
GREAT RIVERS; PONY EXPRESS	2		2	100.0%
GREAT RIVERS; PUSHMATAHA AREA	1		1	100.0%
GREAT SMOKY MOUNTAIN; INDIAN WATERS	1		1	100.0%
GREAT SMOKY MOUNTAIN; LAKE ERIE	1		1	100.0%
GREAT SMOKY MOUNTAIN; MIDDLE TENNESSEE	1		1	100.0%
GREAT SMOKY MOUNTAIN; PALMETTO	1		1	100.0%
GREAT SMOKY MOUNTAIN; SAMOSET COUNCIL	1		1	100.0%
GREAT SOUTHWEST; LOS PADRES	1		1	100.0%
GREAT SOUTHWEST; MICHIGAN CROSSROADS	1		1	100.0%
GREAT SOUTHWEST; NORTHERN STAR	1		1	100.0%
GREAT SOUTHWEST; OLD HICKORY; SEQUOYAH	1		1	100.0%
GREAT SOUTHWEST; SAM HOUSTON AREA	4	1	5	80.0%
GREAT SOUTHWEST; SEQUOYAH	1		1	100.0%
GREAT TRAIL; LAKE ERIE	6	3	9	66.7%
GREAT TRAIL; LAKE ERIE; THREE FIRES; WESTERN MASSACHUSETTS	1		1	100.0%
GREAT TRAIL; LAKE ERIE; WESTERN MASSACHUSETTS	1		1	100.0%
GREAT TRAIL; MONMOUTH; NORTHERN NEW JERSEY	1		1	100.0%
GREAT TRAIL; NORTHERN NEW JERSEY	15	2	17	88.2%
GREAT TRAIL; SIMON KENTON	1		1	100.0%
GREAT TRAIL; THREE FIRES	1		1	100.0%
GREAT TRAIL; WESTERN MASSACHUSETTS	1		1	100.0%
GREATER ALABAMA; GULF COAST		1	1	0.0%
GREATER ALABAMA; MOBILE AREA	10	5	15	66.7%
GREATER ALABAMA; MOBILE AREA; PUSHMATAHA AREA	1		1	100.0%
GREATER ALABAMA; NATIONAL CAPITAL AREA		1	1	0.0%
GREATER ALABAMA; NORTH FLORIDA	1		1	100.0%
GREATER ALABAMA; SEQUOIA	1		1	100.0%
GREATER ALABAMA; SOUTH GEORGIA	1		1	100.0%
GREATER ALABAMA; TUKABATCHEE AREA	7	3	10	70.0%
GREATER ALABAMA; WASHINGTON CROSSING	1		1	100.0%
GREATER LOS ANGELES; GREATER TAMPA BAY AREA		1	1	0.0%
GREATER LOS ANGELES; GREATER YOSEMITE	1		1	100.0%
GREATER LOS ANGELES; LAKE ERIE	1		1	100.0%
GREATER LOS ANGELES; LONG BEACH AREA	7	3	10	70.0%
GREATER LOS ANGELES; LONG BEACH AREA; ORANGE COUNTY	1		1	100.0%
GREATER LOS ANGELES; LONG BEACH AREA; ORANGE COUNTY; SAN DIEGO - IMPERIAL COUNCIL; VERDUGO HILLS	1		1	100.0%
GREATER LOS ANGELES; LONG BEACH AREA; WESTERN LOS ANGELES COUNTY	2		2	100.0%
GREATER LOS ANGELES; LOS PADRES	1		1	100.0%
GREATER LOS ANGELES; MONTANA	1		1	100.0%
GREATER LOS ANGELES; ORANGE COUNTY	17	2	19	89.5%
GREATER LOS ANGELES; PACIFIC SKYLINE	1		1	100.0%
GREATER LOS ANGELES; PATHWAY TO ADVENTURE	2		2	100.0%
GREATER LOS ANGELES; PATRIOTS' PATH	1		1	100.0%
GREATER LOS ANGELES; SAM HOUSTON AREA	1		1	100.0%
GREATER LOS ANGELES; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
GREATER LOS ANGELES; SIOUX	1		1	100.0%
GREATER LOS ANGELES; VERDUGO HILLS	3	1	4	75.0%
GREATER LOS ANGELES; WESTERN LOS ANGELES COUNTY	22	3	25	88.0%
GREATER NEW YORK; GREATER NIAGARA FRONTIER	2	1	3	66.7%
GREATER NEW YORK; HUDSON VALLEY	7	3	10	70.0%
GREATER NEW YORK; INLAND NORTHWEST	1		1	100.0%
GREATER NEW YORK; IROQUOIS TRAIL	1		1	100.0%
GREATER NEW YORK; JERSEY SHORE	1		1	100.0%
GREATER NEW YORK; LAKE ERIE		1	1	0.0%
GREATER NEW YORK; LEATHERSTOCKING	1		1	100.0%
GREATER NEW YORK; MAYFLOWER; TWIN RIVERS; WESTCHESTER-PUTNAM		1	1	0.0%
GREATER NEW YORK; MICHIGAN CROSSROADS	1		1	100.0%
GREATER NEW YORK; MONTANA		1	1	0.0%
GREATER NEW YORK; NEW BIRTH OF FREEDOM	1		1	100.0%
GREATER NEW YORK; NORTHERN NEW JERSEY	11	4	15	73.3%
GREATER NEW YORK; NORTHERN STAR		1	1	0.0%

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GREATER NEW YORK; PATHWAY TO ADVENTURE	1		1	100.0%
GREATER NEW YORK; RIP VAN WINKLE	1		1	100.0%
GREATER NEW YORK; SENECA WATERWAYS	2		2	100.0%
GREATER NEW YORK; SUFFOLK COUNTY	3		3	100.0%
GREATER NEW YORK; THEODORE ROOSEVELT	14	1	15	83.3%
GREATER NEW YORK; WESTCHESTER-PUTNAM	1	1	2	50.0%
GREATER NIAGARA FRONTIER; IROQUOIS TRAIL	16	1	17	84.1%
GREATER NIAGARA FRONTIER; LONGHOUSE	1		1	100.0%
GREATER NIAGARA FRONTIER; NORTHERN LIGHTS		1	1	0.0%
GREATER NIAGARA FRONTIER; SENECA WATERWAYS	1		1	100.0%
GREATER ST. LOUIS AREA; HEART OF AMERICA	4		4	100.0%
GREATER ST. LOUIS AREA; ILLOWA	2		2	100.0%
GREATER ST. LOUIS AREA; LINCOLN HERITAGE		1	1	0.0%
GREATER ST. LOUIS AREA; MICHIGAN CROSSROADS	1		1	100.0%
GREATER ST. LOUIS AREA; MISSISSIPPI VALLEY	3		3	100.0%
GREATER ST. LOUIS AREA; NATIONAL CAPITAL AREA	1		1	100.0%
GREATER ST. LOUIS AREA; NORTHEAST ILLINOIS	3		3	100.0%
GREATER ST. LOUIS AREA; OZARK TRAILS	1		1	100.0%
GREATER ST. LOUIS AREA; PRAIRIELANDS	2	1	3	66.7%
GREATER ST. LOUIS AREA; SAM HOUSTON AREA	1		1	100.0%
GREATER ST. LOUIS AREA; THREE FIRES	1		1	100.0%
GREATER ST. LOUIS AREA; VOYAGEURS AREA	1		1	100.0%
GREATER TAMPA BAY AREA; GREEN MOUNTAIN	1		1	100.0%
GREATER TAMPA BAY AREA; GULF COAST	4		4	100.0%
GREATER TAMPA BAY AREA; GULF COAST; LONGHORN	1		1	100.0%
GREATER TAMPA BAY AREA; GULF STREAM	1		1	100.0%
GREATER TAMPA BAY AREA; LEATHERSTOCKING	1		1	100.0%
GREATER TAMPA BAY AREA; SOUTH FLORIDA COUNCIL	3	1	4	75.0%
GREATER TAMPA BAY AREA; SUWANNEE RIVER AREA	1		1	100.0%
GREATER TAMPA BAY AREA; TWIN RIVERS		1	1	0.0%
GREATER WYOMING; LONGS PEAK COUNCIL	1		1	100.0%
GREATER WYOMING; OZARK TRAILS		1	1	0.0%
GREATER YOSEMITE; SEQUOIA	2		2	100.0%
GREATER YOSEMITE; SILICON VALLEY MONTEREY BAY	4		4	100.0%
GREATER YOSEMITE; SOUTHERN SIERRA	2		2	100.0%
GREEN MOUNTAIN; HEART OF NEW ENGLAND	1		1	100.0%
GREEN MOUNTAIN; NARRAGANSETT	1		1	100.0%
GREEN MOUNTAIN; NORTHERN NEW JERSEY	1		1	100.0%
GREEN MOUNTAIN; TWIN RIVERS	1		1	100.0%
GREEN MOUNTAIN; WESTERN MASSACHUSETTS	2		2	100.0%
GULF COAST; LAST FRONTIER	1		1	100.0%
GULF COAST; LONGHORN	1		1	100.0%
GULF COAST; NORTH FLORIDA	1		1	100.0%
GULF COAST; SOUTH TEXAS	7	2	9	77.8%
GULF COAST; SOUTH TEXAS; YUCCA	1		1	100.0%
GULF STREAM; MECKLENBURG COUNTY	1		1	100.0%
GULF STREAM; MOUNTAINEER AREA	1		1	100.0%
GULF STREAM; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
GULF STREAM; SOUTH FLORIDA COUNCIL	2	2	4	50.0%
HAWK MOUNTAIN; MASON-DIXON	2		2	100.0%
HAWK MOUNTAIN; MINSI TRAILS		1	1	0.0%
HAWK MOUNTAIN; NEW BIRTH OF FREEDOM	1		1	100.0%
HAWK MOUNTAIN; PENNSYLVANIA DUTCH	1		1	100.0%
HAWK MOUNTAIN; WASHINGTON CROSSING	1		1	100.0%
HAWKEYE AREA; MID-AMERICA	1		1	100.0%
HAWKEYE AREA; WINNEBAGO	1		1	100.0%
HEART OF AMERICA; JAYHAWK AREA	1	1	2	50.0%
HEART OF AMERICA; LAUREL HIGHLANDS	1		1	100.0%
HEART OF AMERICA; MID-AMERICA	2	2	4	50.0%
HEART OF AMERICA; ORANGE COUNTY	1		1	100.0%
HEART OF AMERICA; OREGON TRAIL		1	1	0.0%
HEART OF AMERICA; OZARK TRAILS	3		3	100.0%
HEART OF AMERICA; PATRIOTS' PATH; WINNEBAGO	1		1	100.0%
HEART OF AMERICA; PONY EXPRESS	1		1	100.0%
HEART OF AMERICA; QUIVIRA	1	2	3	33.3%
HEART OF AMERICA; RIO GRANDE	1		1	100.0%
HEART OF AMERICA; SOUTH TEXAS	1		1	100.0%
HEART OF AMERICA; TWIN RIVERS	2		2	100.0%
HEART OF AMERICA; TWIN VALLEY	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.I. 9275) Class 8 Direct Abuse Claim Results by Local Council¹

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
HEART OF NEW ENGLAND; HUDSON VALLEY	3	1	4	75.0%
HEART OF NEW ENGLAND; MAYFLOWER	4	1	5	80.0%
HEART OF NEW ENGLAND; MAYFLOWER; SPIRIT OF ADVENTURE	1		1	100.0%
HEART OF NEW ENGLAND; NARRAGANSETT		1	1	0.0%
HEART OF NEW ENGLAND; SPIRIT OF ADVENTURE	1		1	100.0%
HEART OF NEW ENGLAND; TRANSATLANTIC	1		1	100.0%
HEART OF NEW ENGLAND; TWIN RIVERS	1		1	100.0%
HEART OF NEW ENGLAND; WESTCHESTER-PUTNAM	3		3	100.0%
HEART OF NEW ENGLAND; WESTERN MASSACHUSETTS	1		1	100.0%
HEART OF VIRGINIA; NATIONAL CAPITAL AREA		1	1	0.0%
HEART OF VIRGINIA; PIKES PEAK	1		1	100.0%
HEART OF VIRGINIA; TIDEWATER	4	2	6	66.7%
HOOSIER TRAILS; MUSKINGUM VALLEY	2		2	100.0%
HOOSIER TRAILS; QUAPAW AREA	1		1	100.0%
HUDSON VALLEY; NEW BIRTH OF FREEDOM	1		1	100.0%
HUDSON VALLEY; NEW BIRTH OF FREEDOM; SUSQUEHANNA	1		1	100.0%
HUDSON VALLEY; NORTHERN NEW JERSEY		1	1	0.0%
HUDSON VALLEY; THEODORE ROOSEVELT	1		1	100.0%
HUDSON VALLEY; WESTCHESTER-PUTNAM	2		2	100.0%
ILLOWA; MID-AMERICA	1		1	100.0%
ILLOWA; MISSISSIPPI VALLEY	1	1	2	50.0%
ILLOWA; NORTHEAST ILLINOIS		1	1	0.0%
ILLOWA; NORTHEAST IOWA COUNCIL		1	1	0.0%
ILLOWA; PRAIRIELANDS	1	1	2	50.0%
ILLOWA; THREE FIRES	1		1	100.0%
INDIAN NATIONS; LAST FRONTIER	2		2	100.0%
INDIAN NATIONS; SAGAMORE	1		1	100.0%
INDIAN WATERS; MICHIGAN CROSSROADS	1		1	100.0%
INDIAN WATERS; PALMETTO	1		1	100.0%
INDIAN WATERS; PEE DEE AREA	1		1	100.0%
INDIAN WATERS; PIKES PEAK	1		1	100.0%
INDIAN WATERS; TIDEWATER	1		1	100.0%
INLAND NORTHWEST; MONTANA	2		2	100.0%
INLAND NORTHWEST; MOUNTAIN WEST		1	1	0.0%
INLAND NORTHWEST; NORTHERN STAR	1		1	100.0%
INLAND NORTHWEST; OREGON TRAIL	1		1	100.0%
INLAND NORTHWEST; PACIFIC HARBORS	1		1	100.0%
INLAND NORTHWEST; POTAWATOMI AREA	1		1	100.0%
IROQUOIS TRAIL; LEATHERSTOCKING	8		8	100.0%
IROQUOIS TRAIL; MICHIGAN CROSSROADS	1		1	100.0%
IROQUOIS TRAIL; PATHWAY TO ADVENTURE	1		1	100.0%
IROQUOIS TRAIL; SOUTHEAST LOUISIANA	1		1	100.0%
ISTROUMA AREA; LOUISIANA PURCHASE	3	1	4	75.0%
ISTROUMA AREA; NATIONAL CAPITAL AREA		1	1	0.0%
ISTROUMA AREA; NORWELA	2		2	100.0%
ISTROUMA AREA; SOUTHEAST LOUISIANA	4		4	100.0%
JAYHAWK AREA; MID-IOWA	1		1	100.0%
JAYHAWK AREA; QUIVIRA	1		1	100.0%
JERSEY SHORE; MINSI TRAILS	1		1	100.0%
JERSEY SHORE; MONMOUTH	1		1	100.0%
JERSEY SHORE; PATRIOTS' PATH	1		1	100.0%
JERSEY SHORE; SOUTH FLORIDA COUNCIL	1		1	100.0%
JUNIATA VALLEY; LAUREL HIGHLANDS	7		7	100.0%
KATAHDIN AREA; PINE TREE	4	1	5	80.0%
LAKE ERIE; LAUREL HIGHLANDS	1		1	100.0%
LAKE ERIE; MIAMI VALLEY	1		1	100.0%
LAKE ERIE; NORTHEAST ILLINOIS	1		1	100.0%
LAKE ERIE; SIMON KENTON	2		2	100.0%
LAKE ERIE; WESTERN MASSACHUSETTS	1		1	100.0%
LAS VEGAS AREA; MOUNTAIN WEST; NEVADA AREA	1		1	100.0%
LAS VEGAS AREA; NEVADA AREA	9		9	100.0%
LAS VEGAS AREA; PIKES PEAK	1		1	100.0%
LAS VEGAS AREA; SUFFOLK COUNTY	1		1	100.0%
LASALLE; MIAMI VALLEY	1		1	100.0%
LASALLE; MICHIGAN CROSSROADS	1		1	100.0%
LASALLE; NARRAGANSETT	1		1	100.0%
LASALLE; OREGON TRAIL	1		1	100.0%
LASALLE; PATHWAY TO ADVENTURE	6	1	7	85.7%
LASALLE; SAGAMORE	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
LAST FRONTIER; LONG BEACH AREA	1		1	100.0%
LAST FRONTIER; SAGAMORE	1		1	100.0%
LAUREL HIGHLANDS; LINCOLN HERITAGE	1		1	100.0%
LAUREL HIGHLANDS; MORaine TRAILS	3	1	4	75.0%
LAUREL HIGHLANDS; MORaine TRAILS; WESTMORELAND-FAYETTE	1		1	100.0%
LAUREL HIGHLANDS; NATIONAL CAPITAL AREA	1		1	100.0%
LAUREL HIGHLANDS; OHIO RIVER VALLEY		1	1	0.0%
LAUREL HIGHLANDS; SUSQUEHANNA	2		2	100.0%
LAUREL HIGHLANDS; WESTERN MASSACHUSETTS	1		1	100.0%
LAUREL HIGHLANDS; WESTMORELAND-FAYETTE	3		3	100.0%
LEATHERSTOCKING; LINCOLN HERITAGE		1	1	0.0%
LEATHERSTOCKING; LONGHOUSE	3		3	100.0%
LEATHERSTOCKING; NARRAGANSETT	1		1	100.0%
LEATHERSTOCKING; RIP VAN WINKLE; TWIN RIVERS	1		1	100.0%
LEATHERSTOCKING; SENECA WATERWAYS	1		1	100.0%
LEATHERSTOCKING; TWIN RIVERS	1		1	100.0%
LEATHERSTOCKING; WESTCHESTER-PUTNAM	1		1	100.0%
LINCOLN HERITAGE; SAGAMORE	1		1	100.0%
LONG BEACH AREA; LOS PADRES; ORANGE COUNTY; VENTURA COUNTY; VERDUGO HILLS; WESTERN LOS ANGELES COUNTY		1	1	0.0%
LONG BEACH AREA; ORANGE COUNTY	5	1	6	83.3%
LONG BEACH AREA; OVERLAND TRAILS	1		1	100.0%
LONG BEACH AREA; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
LONG BEACH AREA; SILICON VALLEY MONTEREY BAY	4		4	100.0%
LONG BEACH AREA; VERDUGO HILLS	1	1	2	50.0%
LONG BEACH AREA; WESTERN LOS ANGELES COUNTY	1		1	100.0%
LONGHORN; LOUISIANA PURCHASE		1	1	0.0%
LONGHORN; NATIONAL CAPITAL AREA	1		1	100.0%
LONGHORN; NORTHWEST TEXAS	1	1	2	50.0%
LONGHORN; PACIFIC HARBORS	2		2	100.0%
LONGHORN; SAM HOUSTON AREA	5		5	100.0%
LONGHORN; SOUTH TEXAS; TEXAS SOUTHWEST	1		1	100.0%
LONGHORN; TEXAS TRAILS	3		3	100.0%
LONGHORN; TEXAS TRAILS; THREE RIVERS	1		1	100.0%
LONGHORN; TRANSATLANTIC	1		1	100.0%
LONGHOUSE; PATRIOTS' PATH	1		1	100.0%
LONGHOUSE; SENECA WATERWAYS	1		1	100.0%
LONGHOUSE; TWIN RIVERS	1		1	100.0%
LONGS PEAK COUNCIL; NORTHEAST ILLINOIS	1		1	100.0%
LONGS PEAK COUNCIL; PIKES PEAK	1		1	100.0%
LONGS PEAK COUNCIL; SAM HOUSTON AREA	1		1	100.0%
LOS PADRES; SEQUOIA	1		1	100.0%
LOS PADRES; SILICON VALLEY MONTEREY BAY	2		2	100.0%
LOS PADRES; SOUTHERN SIERRA	2		2	100.0%
LOS PADRES; WESTERN LOS ANGELES COUNTY	1	1	2	50.0%
MARIN; PACIFIC SKYLINE	2		2	100.0%
MARIN; SAN DIEGO - IMPERIAL COUNCIL	1		1	100.0%
MASON-DIXON; PEE DEE AREA	1		1	100.0%
MAYFLOWER; NARRAGANSETT	3	4	7	42.9%
MAYFLOWER; QUAPAW AREA		1	1	0.0%
MAYFLOWER; SPIRIT OF ADVENTURE	11	2	13	84.6%
MAYFLOWER; TRANSATLANTIC		2	2	0.0%
MAYFLOWER; WESTCHESTER-PUTNAM	3		3	100.0%
MECKLENBURG COUNTY; NATIONAL CAPITAL AREA	2		2	100.0%
MECKLENBURG COUNTY; OCCONEECHEE	2		2	100.0%
MECKLENBURG COUNTY; OLD HICKORY	1		1	100.0%
MECKLENBURG COUNTY; OLD NORTH STATE	1		1	100.0%
MECKLENBURG COUNTY; PALMETTO	2		2	100.0%
MECKLENBURG COUNTY; PIEDMONT 420	4	2	6	66.7%
MIAMI VALLEY; MICHIGAN CROSSROADS; TECUMSEH	1		1	100.0%
MIAMI VALLEY; SIMON KENTON	2		2	100.0%
MIAMI VALLEY; TECUMSEH	5	1	6	83.3%
MICHIGAN CROSSROADS; MID-AMERICA	1		1	100.0%
MICHIGAN CROSSROADS; NARRAGANSETT	1		1	100.0%
MICHIGAN CROSSROADS; NORTHEAST ILLINOIS	1		1	100.0%
MICHIGAN CROSSROADS; NORTHERN LIGHTS		1	1	0.0%
MICHIGAN CROSSROADS; ORANGE COUNTY	1		1	100.0%
MICHIGAN CROSSROADS; OVERLAND TRAILS	1		1	100.0%
MICHIGAN CROSSROADS; PACIFIC HARBORS	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
MICHIGAN CROSSROADS; PATHWAY TO ADVENTURE	6		6	100.0%
MICHIGAN CROSSROADS; PINE BURR AREA		1	1	0.0%
MICHIGAN CROSSROADS; QUAPAW AREA	1		1	100.0%
MICHIGAN CROSSROADS; RIO GRANDE	1		1	100.0%
MICHIGAN CROSSROADS; SENECA WATERWAYS	1		1	100.0%
MICHIGAN CROSSROADS; THREE FIRES	1		1	100.0%
MICHIGAN CROSSROADS; WESTCHESTER-PUTNAM	1		1	100.0%
MID-AMERICA; MID-IOWA	2	1	3	66.7%
MID-AMERICA; NATIONAL CAPITAL AREA	2		2	100.0%
MID-AMERICA; NORTHERN STAR	2		2	100.0%
MID-AMERICA; OLD NORTH STATE	1		1	100.0%
MID-AMERICA; OVERLAND TRAILS	3		3	100.0%
MID-AMERICA; SIOUX	1		1	100.0%
MIDDLE TENNESSEE; NATIONAL CAPITAL AREA	1		1	100.0%
MIDDLE TENNESSEE; QUAPAW AREA	1		1	100.0%
MIDDLE TENNESSEE; WEST TENNESSEE AREA	2		2	100.0%
MID-IOWA; MISSISSIPPI VALLEY	1		1	100.0%
MID-IOWA; NORTHEAST IOWA COUNCIL	1		1	100.0%
MID-IOWA; TWIN RIVERS	1		1	100.0%
MID-IOWA; W.D. BOYCE	1		1	100.0%
MIDNIGHT SUN; OREGON TRAIL	1		1	100.0%
MINSI TRAILS; MORAINES TRAILS	1		1	100.0%
MINSI TRAILS; NEW BIRTH OF FREEDOM	1		1	100.0%
MINSI TRAILS; NORTHEASTERN PENNSYLVANIA	1	1	2	50.0%
MINSI TRAILS; NORTHERN NEW JERSEY	4		4	100.0%
MINSI TRAILS; PATRIOTS' PATH	2		2	100.0%
MINSI TRAILS; WASHINGTON CROSSING	1		1	100.0%
MISSISSIPPI VALLEY; NORTHERN STAR		1	1	0.0%
MISSISSIPPI VALLEY; PATHWAY TO ADVENTURE	1		1	100.0%
MISSISSIPPI VALLEY; SPIRIT OF ADVENTURE	4	1	5	80.0%
MISSISSIPPI VALLEY; THREE FIRES	1		1	100.0%
MONMOUTH; NORTHERN NEW JERSEY	2		2	100.0%
MONMOUTH; PATRIOTS' PATH	2		2	100.0%
MONMOUTH; PIKES PEAK	1		1	100.0%
MONTANA; NORTHERN LIGHTS	1		1	100.0%
MOUNTAIN WEST; NEVADA AREA	1		1	100.0%
MOUNTAINEER AREA; SIMON KENTON	1		1	100.0%
MUSKINGUM VALLEY; SIMON KENTON	1		1	100.0%
MUSKINGUM VALLEY; SPIRIT OF ADVENTURE		1	1	0.0%
NARRAGANSETT; NATIONAL CAPITAL AREA		1	1	0.0%
NARRAGANSETT; SPIRIT OF ADVENTURE	1		1	100.0%
NARRAGANSETT; SUFFOLK COUNTY	2		2	100.0%
NARRAGANSETT; THEODORE ROOSEVELT	1		1	100.0%
NARRAGANSETT; WESTERN MASSACHUSETTS		1	1	0.0%
NATIONAL CAPITAL AREA; ORANGE COUNTY	1		1	100.0%
NATIONAL CAPITAL AREA; PACIFIC HARBORS	1		1	100.0%
NATIONAL CAPITAL AREA; RIP VAN WINKLE	1		1	100.0%
NATIONAL CAPITAL AREA; SHENANDOAH AREA	1		1	100.0%
NATIONAL CAPITAL AREA; SOUTH FLORIDA COUNCIL	1		1	100.0%
NATIONAL CAPITAL AREA; SOUTH PLAINS	1		1	100.0%
NATIONAL CAPITAL AREA; TIDEWATER	2		2	100.0%
NATIONAL CAPITAL AREA; VIRGINIA HEADWATERS	2		2	100.0%
NATIONAL CAPITAL AREA; WESTERN LOS ANGELES COUNTY	1		1	100.0%
NEVADA AREA; OVERLAND TRAILS	1		1	100.0%
NEVADA AREA; OZARK TRAILS	1		1	100.0%
NEVADA AREA; PACIFIC SKYLINE	3		3	100.0%
NEVADA AREA; PATHWAY TO ADVENTURE	1		1	100.0%
NEVADA AREA; SEQUOIA; SILICON VALLEY MONTEREY BAY	1		1	100.0%
NEVADA AREA; SPIRIT OF ADVENTURE		1	1	0.0%
NEW BIRTH OF FREEDOM; NORTHEASTERN PENNSYLVANIA	1		1	100.0%
NEW BIRTH OF FREEDOM; PENNSYLVANIA DUTCH	3		3	100.0%
NEW BIRTH OF FREEDOM; SUSQUEHANNA	2		2	100.0%
NEW BIRTH OF FREEDOM; TECUMSEH	1		1	100.0%
NEW BIRTH OF FREEDOM; TRANSATLANTIC		1	1	0.0%
NEW BIRTH OF FREEDOM; WASHINGTON CROSSING	1		1	100.0%
NORTH FLORIDA; SOUTH FLORIDA COUNCIL	2		2	100.0%
NORTH FLORIDA; SOUTHWEST FLORIDA		1	1	0.0%
NORTH FLORIDA; SUWANNEE RIVER AREA	3	3	6	50.0%
NORTH FLORIDA; THREE FIRES	1		1	100.0%

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Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
NORTHEAST GEORGIA; NORTHWEST GEORGIA	3		3	100.0%
NORTHEAST ILLINOIS; PATHWAY TO ADVENTURE	10	6	16	62.5%
NORTHEAST ILLINOIS; POTAWATOMI AREA	1	1	2	50.0%
NORTHEAST ILLINOIS; RAINBOW; THREE FIRES	1		1	100.0%
NORTHEAST ILLINOIS; SAMOSET COUNCIL	1	2	3	33.3%
NORTHEAST ILLINOIS; THREE FIRES	2	1	3	66.7%
NORTHEAST ILLINOIS; W.D. BOYCE	1		1	100.0%
NORTHEAST IOWA COUNCIL; WINNEBAGO	2		2	100.0%
NORTHEASTERN PENNSYLVANIA; SUSQUEHANNA	1		1	100.0%
NORTHERN LIGHTS; NORTHERN STAR	19	3	22	86.4%
NORTHERN NEW JERSEY; PATHWAY TO ADVENTURE	1		1	100.0%
NORTHERN NEW JERSEY; PATRIOTS' PATH	41	4	45	91.1%
NORTHERN NEW JERSEY; PINE BURR AREA	1		1	100.0%
NORTHERN NEW JERSEY; QUIVIRA	1		1	100.0%
NORTHERN NEW JERSEY; SAM HOUSTON AREA	1		1	100.0%
NORTHERN NEW JERSEY; SOUTHWEST FLORIDA	1		1	100.0%
NORTHERN NEW JERSEY; SPIRIT OF ADVENTURE	1		1	100.0%
NORTHERN NEW JERSEY; WASHINGTON CROSSING	2	1	3	66.7%
NORTHERN STAR; PIKES PEAK		1	1	0.0%
NORTHERN STAR; PRAIRIELANDS	1		1	100.0%
NORTHERN STAR; TWIN VALLEY	1	1	2	50.0%
NORTHERN STAR; VOYAGEURS AREA	6	1	7	85.7%
NORTHWEST GEORGIA; OCCONEECHIE	1		1	100.0%
NORTHWEST TEXAS; SAM HOUSTON AREA	1		1	100.0%
OCCONEECHIE; OLD HICKORY	2		2	100.0%
OCCONEECHIE; OLD NORTH STATE	1		1	100.0%
OCCONEECHIE; TRANSATLANTIC	1		1	100.0%
OCCONEECHIE; TUSCARORA	1		1	100.0%
OHIO RIVER VALLEY; PATHWAY TO ADVENTURE	1		1	100.0%
OLD HICKORY; OLD NORTH STATE	3	1	4	75.0%
OLD HICKORY; PIEDMONT 420	1	1	2	50.0%
OLD NORTH STATE; PIEDMONT 420	2		2	100.0%
OLD NORTH STATE; WESTERN MASSACHUSETTS		1	1	0.0%
ORANGE COUNTY; PACIFIC SKYLINE	1		1	100.0%
ORANGE COUNTY; SAN DIEGO - IMPERIAL COUNCIL	1	2	3	33.3%
ORANGE COUNTY; VENTURA COUNTY	1		1	100.0%
ORANGE COUNTY; WESTERN LOS ANGELES COUNTY	2		2	100.0%
OREGON TRAIL; OVERLAND TRAILS	1		1	100.0%
OREGON TRAIL; QUIVIRA		1	1	0.0%
OREGON TRAIL; SHENANDOAH AREA	1		1	100.0%
OZARK TRAILS; QUIVIRA	2		2	100.0%
OZARK TRAILS; THREE FIRES	1		1	100.0%
PACIFIC HARBORS; TRANSATLANTIC	2		2	100.0%
PACIFIC HARBORS; WESTERN MASSACHUSETTS	1		1	100.0%
PACIFIC SKYLINE; REDWOOD EMPIRE	2		2	100.0%
PACIFIC SKYLINE; SEQUOIA; SILICON VALLEY MONTEREY BAY	1		1	100.0%
PACIFIC SKYLINE; SILICON VALLEY MONTEREY BAY	9	1	10	90.0%
PALMETTO; PIEDMONT 420	2		2	100.0%
PATHWAY TO ADVENTURE; PRAIRIELANDS	1		1	100.0%
PATHWAY TO ADVENTURE; RAINBOW	6		6	100.0%
PATHWAY TO ADVENTURE; SAGAMORE	1		1	100.0%
PATHWAY TO ADVENTURE; SAMOSET COUNCIL	1		1	100.0%
PATHWAY TO ADVENTURE; THREE FIRES	5	1	6	83.3%
PATHWAY TO ADVENTURE; THREE HARBORS	2		2	100.0%
PATRIOTS' PATH; VIRGINIA HEADWATERS	1		1	100.0%
PATRIOTS' PATH; WINNEBAGO		1	1	0.0%
PIEDMONT 420; SENECA WATERWAYS	1		1	100.0%
PONY EXPRESS; QUIVIRA	1		1	100.0%
POTAWATOMI AREA; THREE HARBORS	2		2	100.0%
PRAIRIELANDS; THREE FIRES	1		1	100.0%
PRAIRIELANDS; W.D. BOYCE		1	1	0.0%
QUAPAW AREA; SEQUOYAH	1		1	100.0%
QUAPAW AREA; WESTARK AREA	1		1	100.0%
QUIVIRA; SANTA FE TRAIL	1		1	100.0%
QUIVIRA; TEXAS TRAILS	1		1	100.0%
RAINBOW; SAGAMORE	1		1	100.0%
RAINBOW; THREE FIRES	2		2	100.0%
RIO GRANDE; SOUTH TEXAS	1		1	100.0%
RIO GRANDE; TEXAS SOUTHWEST	1		1	100.0%

THE DEBTORS NOTE THAT CLASS 8 HAS VOTED TO ACCEPT THE PLAN. THE DEBTORS DO NOT BELIEVE THIS INFORMATION HAS ANY LEGAL RELEVANCE.

Distribution of Supplemental Final Voting Report (D.I. 9275) Class 8 Direct Abuse Claim Results by Local Council¹

[1] Vote counts and acceptance rates are based on voting report data as of 3/10/2022.

[2] Local Council is based on manually-reviewed proof of claim data received as of 7/2/2021. For each voting claim, the identified Local Council is based on the information reported in the proofs of claim and is not necessarily the correct Local Council. The identified Local Councils have not been verified and therefore should not be considered final.

Local Council(s) ²	Accept	Reject	Total	Acceptance Rate
SAGAMORE; SPIRIT OF ADVENTURE	1		1	100.0%
SAGAMORE; THREE FIRES	1		1	100.0%
SAM HOUSTON AREA; SOUTH TEXAS	1		1	100.0%
SAM HOUSTON AREA; TEXAS SOUTHWEST	1		1	100.0%
SAM HOUSTON AREA; THREE RIVERS	6		6	100.0%
SAM HOUSTON AREA; TIDEWATER	1		1	100.0%
SAM HOUSTON AREA; VOYAGEURS AREA	1		1	100.0%
SAM HOUSTON AREA; YUCCA	1		1	100.0%
SAN DIEGO - IMPERIAL COUNCIL; SEQUOIA	1		1	100.0%
SANTA FE TRAIL; SOUTHEAST LOUISIANA	1		1	100.0%
SENECA WATERWAYS; THEODORE ROOSEVELT	1		1	100.0%
SENECA WATERWAYS; TWIN RIVERS	2		2	100.0%
SENECA WATERWAYS; WESTMORELAND-FAYETTE	1		1	100.0%
SEQUOIA; SEQUOYAH	2		2	100.0%
SEQUOIA; SOUTHERN SIERRA	1		1	100.0%
SEQUOIA; WESTERN LOS ANGELES COUNTY	1		1	100.0%
SHENANDOAH AREA; TIDEWATER	1		1	100.0%
SILICON VALLEY MONTEREY BAY; TWIN RIVERS	2		2	100.0%
SILICON VALLEY MONTEREY BAY; WESTERN LOS ANGELES COUNTY	1		1	100.0%
SIMON KENTON; TECUMSEH	1		1	100.0%
SOUTH FLORIDA COUNCIL; SOUTH GEORGIA	1		1	100.0%
SOUTH FLORIDA COUNCIL; SOUTHWEST FLORIDA	1		1	100.0%
SOUTH GEORGIA; SUWANNEE RIVER AREA	2		2	100.0%
SOUTH PLAINS; TEXAS SOUTHWEST	1		1	100.0%
SOUTHEAST LOUISIANA; WEST TENNESSEE AREA	1		1	100.0%
SOUTHERN SIERRA; VENTURA COUNTY	1		1	100.0%
SOUTHERN SIERRA; VERDUGO HILLS		1	1	0.0%
SOUTHERN SIERRA; WESTERN LOS ANGELES COUNTY	4	3	7	57.1%
SPIRIT OF ADVENTURE; TWIN RIVERS	1		1	100.0%
SPIRIT OF ADVENTURE; YOCONA AREA	1		1	100.0%
SUFFOLK COUNTY; THEODORE ROOSEVELT	10	3	13	76.9%
SUFFOLK COUNTY; TWIN RIVERS		1	1	0.0%
THREE FIRES; TWIN RIVERS	1		1	100.0%
THREE HARBORS; YUCCA	1		1	100.0%
TUKABATCHEE AREA; WESTMORELAND-FAYETTE	1		1	100.0%
VENTURA COUNTY; WESTERN LOS ANGELES COUNTY	2		2	100.0%
VERDUGO HILLS; WESTERN LOS ANGELES COUNTY	2	2	4	50.0%
WEST TENNESSEE AREA; YOCONA AREA	1		1	100.0%
Total	33,075	5,935	39,010	84.8%

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

TWELFTH MEDIATOR'S REPORT

The Court appointed Timothy V.P. Gallagher to serve as the Mediator in the above-captioned cases under the *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief*, dated June 9, 2020 [D.I. 812] (the "Mediation Order").²

With the assistance of the Mediator, on March 17, 2022, the Debtors, the Roman Catholic Ad Hoc Committee (the "RCAHC") and its individual members, the Tort Claimants' Committee, the Future Claimants' Representative, the Coalition of Abused Scouts for Justice, the Ad Hoc Committee of Local Councils, and Settling Insurance Companies (collectively, the "Parties") reached a settlement, a copy of which is attached hereto as Exhibit A (the "RCAHC Term Sheet").³ The terms of the RCAHC Term Sheet will be appended to and incorporated by reference in the Plan or the Confirmation Order.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Mediation Order, the *Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [D.I. 8813] (the "Plan") or the RCAHC Term Sheet (as defined below), as applicable.

³ The summary provided in this report is for illustrative purposes only. In the event of any inconsistency between this summary and the RCAHC Term Sheet, the terms of the RCAHC Term Sheet shall control. The Parties reserve the right to make further nonmaterial changes and corrections to the form of RCAHC Term Sheet attached hereto.

The Mediator appreciates the diligence of all of the Parties in negotiating the settlement terms. The Mediator expresses no view on the merits of the settlement terms or the confirmability of any plan, matters properly reserved for the Court.

This report is submitted with the consent of the Parties.

[Remainder of Page Intentionally Left Blank]

Dated: March 17, 2022

/s/ Timothy V.P. Gallagher

Timothy V.P. Gallagher, Mediator

EXHIBIT A

EXECUTION VERSION**RCAHC SETTLEMENT**

This agreement (the “Term Sheet”) dated March 17, 2022 represents the settlement agreement between and among the Roman Catholic Ad Hoc Committee (the “RCAHC”), and each of its individual members, including all members set forth in the third amended verified Rule 2019 statement filed by the RCAHC [D.I. 8740] and attached hereto as Schedule 1, Boy Scouts of America and Delaware BSA, LLC, as debtors and debtors in possession (collectively, the “BSA” or the “Debtors”), the Ad Hoc Committee of Local Councils (the “AHCLC”), the Coalition of Abused Scouts for Justice, solely and only in its capacity as an ad hoc committee (the “Coalition”),¹ the Future Claimants’ Representative (the “FCR”), and the Tort Claimants’ Committee (the “TCC”, and, collectively with the Settling Insurance Companies, the Debtors, the AHCLC, and the Coalition, the “Parties”).² This Term Sheet will be appended to and incorporated by reference to the Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC [D.I. 8813] (as amended to include this Term Sheet, as may be further amended, modified, or supplemented from time to time, the “Plan”) or the order confirming such Plan.³

The term “Roman Catholic Entities” means each and every (i) Roman Catholic parish, school, diocese, archdiocese, association of religious or lay Persons in the United States or its territories that sponsored, promoted, hosted, was involved with, or provided any support in connection with Scouting activities in any way, including as a social service organization, ministry, camping ministry, or by the use of a camp facility, camp, retreat, or other facilities in connection with Scouting activities, regardless of whether any of the foregoing entities is or was a Chartered Organization at any time or whether such facilities were owned or leased by any of such entities or a third party; (ii) all entities listed or eligible to be listed in the Official Catholic Directory since January 1910, (iii) all Representatives of the foregoing, including their attorneys, any affiliates and the RCAHC. However, no Perpetrator is or shall be a Roman Catholic Entity.

WHEREAS, the RCAHC has asserted certain objections to confirmation and testimony and exhibits relating thereto (the “Objections”);

WHEREAS, the Parties wish to resolve disputes concerning such Objections;

WHEREAS, as provided herein and subject to the terms of the settlement, subject to the clarification of terms described below, the RCAHC will withdraw its Objections and support confirmation of the Plan;

1. This Term Sheet shall be binding on the Parties when each of the Parties has executed this Term Sheet, except as provided in Footnote 6 hereof with respect to members of the

¹ For the avoidance of doubt, no holders of Direct Abuse Claims are or shall be deemed Parties to this Term Sheet or the Agreement.

² Notwithstanding anything to the contrary in this Term Sheet, the obligations and undertakings of the AHCLC in connection with this Term Sheet or the Agreement shall be no greater than the AHCLC’s parallel obligations and undertakings under Section III of the Restructuring Support Agreement (including the “No Liability” subsection thereof) filed at Dkt. 5466-2.

³ Capitalized terms not defined in this Term Sheet shall have the meanings ascribed to such terms in the Plan, as applicable or modified to be consistent with this Term Sheet.

EXECUTION VERSION

RCAHC that are debtors in their own bankruptcy cases (each a “Debtor RCAHC Member”).

2. The Plan and/or the Confirmation Order shall be amended to provide that Roman Catholic Entities other than those that have specifically opted out of such treatment (and do not withdraw such opt-out) shall be treated as Participating Chartered Organizations, provided that the RCAHC withdraws its Objections and the parishes and related entities of the Archdiocese of New York withdraw their independent joinder.⁴ The Plan and/or Confirmation Order shall also be amended to incorporate the following definition of Roman Catholic Entities:

“‘Roman Catholic Entities’ shall mean each and every (i) Roman Catholic parish, school, diocese, archdiocese, association of religious or lay Persons in the United States or its territories that sponsored, promoted, hosted, was involved with, or provided any support in connection with Scouting activities in any way, including as a social service organization, ministry, camping ministry, or by the use of a camp facility, camp, retreat, or other facilities in connection with Scouting activities, regardless of whether any of the foregoing entities is or was a Chartered Organization at any time or whether such facilities were owned or leased by any of such entities or a third party; (ii) all entities listed or eligible to be listed in the Official Catholic Directory since January 1910, (iii) all Representatives of the foregoing, including their attorneys, any affiliates and the RCAHC. However, no Perpetrator is or shall be a Roman Catholic Entity.”⁵

3. Upon execution of this Term Sheet, the RCAHC and each of its members shall:
 - a) support confirmation of the Plan, the releases, injunctions and assignments contained therein and the Insurance Settlements;⁶
 - b) withdraw all discovery served in connection with the Plan, as applicable;
 - c) withdraw all objections to any declarations filed in connection with confirmation of the Plan, including with respect to the objection to the Declaration of Mr. Brian Whittman [D.I. 9310].
 - d) withdraw all objections to confirmation of the Plan and the approval of the Plan Documents, including the making of all findings of fact and conclusions of law therein; and

⁴ For the avoidance of doubt and regardless of anything in this Term Sheet, prompt withdrawal of any objection to the Plan by any Debtor RCAHC Member or any other Chartered Organization in bankruptcy does not require such entities to seek authorization from any other court.

⁵ The foregoing provision is included for the avoidance of doubt. The channeling injunction and releases provided to the Participating Chartered Organizations not affiliated with the Roman Catholic Church (including other faith-based institutions) and their related entities are consistent with the foregoing scope.

⁶ Debtor RCAHC Members may submit opt-in elections, subject to bankruptcy court approval, to the extent required by the Bankruptcy Code. Furthermore, except as provided herein, any affirmative obligations of Debtor RCAHC Members arising under this Term Sheet remain subject to bankruptcy court approval in their own bankruptcy cases solely to the extent required by the Bankruptcy Code.

EXECUTION VERSION

e) withdraw any expert reports submitted in the Chapter 11 Cases.

4. So long as the Roman Catholic Entities are included as Participating Chartered Organizations and receive the benefits of the injunctions and releases for such parties under the Plan, the RCAHC will work in good faith with the Debtors to encourage and recommend to non-RCAHC member Roman Catholic Entities that they should (1) withdraw any opt-out election and (2) withdraw any objection or response to the confirmation of the Plan (excluding any joinders in support of confirmation of the Plan), and otherwise not object to the confirmation of the Plan and the approval of the Plan Documents. The RCAHC shall work in good faith with the Debtors to encourage any such parties that have objected to the Plan or otherwise opted out of the protections afforded them in the Plan as Participating Chartered Organizations to promptly withdraw any objections to the Plan or Plan Documents and withdraw their opt-out elections; provided, however, that with respect to the Roman Catholic Entities that are in bankruptcy and must opt in in order to be afforded such protections, the RCAHC shall work in good faith with the Debtors to encourage such Roman Catholic Entities to promptly submit opt-in elections, subject to bankruptcy court approval, if required by the Bankruptcy Code, and thereafter seek bankruptcy court approval within their own bankruptcy cases regarding the opt-in to the extent required by the Bankruptcy Code;⁷ provided further however, to the extent such objection or opt-out is not withdrawn (or in the case of Roman Catholic Entities in bankruptcy, such election to opt-in is not provided), such Entity shall receive the treatment under the Plan for Opt-Out Chartered Organizations.
5. The members of the RCAHC shall work with the BSA and the Local Councils to improve and support Scouting, at least through the year 2036. The RCAHC and its members agree to recommend to the U.S. Council of Bishops that they encourage all Roman Catholic Entities to work with the BSA and the Local Councils to improve Scouting and grow Scouting, at least through the year 2036. The support provided by the Roman Catholic Entities may, but is not required to, include engaging with the BSA and Local Councils to (a) recommend that Catholic dioceses support Scouting as part of their youth ministry; (b) cooperate with Local Councils in establishing new units; (c) continue to support existing units; (d) allow local parishes to promote and encourage participation Scouting; and (e) continue to support religious awards in Scouting program.
6. The RCAHC shall cooperate and support the BSA's Youth Protections efforts, including, but not limited to, designating a member to serve on the Youth Protection Committee and facilitating cooperation by the Roman Catholic Entities with the enhanced Youth Protection protocols included in the Plan.
7. The Document Appendix shall be amended to provide at the end of Section 9 as follows:

⁷ Any Roman Catholic Entity that is a debtor in bankruptcy has until thirty (30) days following entry of the order confirming the Plan to seek bankruptcy court approval within their own bankruptcy cases regarding opting-in to the extent such approval is required by the Bankruptcy Code.

EXECUTION VERSION

"Solely with respect to the RCAHC, its members and Roman Catholic Entities, the Settlement Trustee and holders of Direct Abuse Claimants may issue subpoenas hereunder under the authority of FRBP 2004 solely for the purpose of pursuing Direct Abuse Claims filed with the Trust (whether pursuant to the general procedures in Article V or VII or the Independent Review Option in Article XIII); provided that, the holder of a Direct Abuse Claim shall obtain the written approval of the Settlement Trustee that the proposed discovery is for the purpose of administering Direct Abuse Claims in the Trust before issuing a subpoena; and provided further, that nothing herein shall prejudice the rights of the holder of a Direct Abuse Claim to seek any discovery by lawful means (including filing a motion for an order under FRBP 2004) if the Settlement Trustee does not grant the requested approval."

8. The following language will be added to Article X.F.3 of the Plan or the Confirmation Order:

"The protections provided under this Article X.F.3 shall apply, including without limitation, to all insureds and co-insureds covered under insurance policies that are sold back to the Settling Insurance Companies pursuant to the terms of the Plan or an Insurance Settlement Agreement."

9. A three member "Chartered Organization Advisory Group" consisting of representatives of Participating or Contributing Chartered Organizations shall be formed to advise the Settlement Trustee, Former Judge Houser, about Chartered Organizations' concerns as to any future insurance settlements and other issues. The Chartered Organization Advisory Group may also advise the Settlement Trustee regarding coordination of claims information and settlement negotiations with Chartered Organizations. The group shall be entirely advisory in nature, shall have no fiduciary duties, and shall not have the authority to bind or control the Settlement Trustee, any Chartered Organization or other party. A representative of the RCAHC shall be a member of this advisory group.

10. The following language will be added to section X.G.1.e of the Plan or the Confirmation Order:

"For the avoidance of doubt, and consistent with section X.G.1.c of the Plan, Participating Chartered Organizations and Contributing Chartered Organizations retain the right to seek coverage from the Settling Insurance Companies under policies issued directly to such Chartered Organizations for defense costs incurred in connection with the enforcement of the injunction with respect to an Abuse Claim until the time the Abuse Claim is determined to be an Abuse Claim by a court."

11. The Settlement Trust will maintain the data room of policy documentation and the Excel spreadsheets that identify the historic Boy Scouts and Local Council insurance policies for five (5) years after the Effective Date of the Plan. Access to this information will be

EXECUTION VERSION

provided to Chartered Organizations and plaintiffs' counsel who want to determine if the injunction or releases bar suit from being filed.

12. The Local Councils will use reasonable best efforts to search for insurance policies and evidence of insurance policies on request of a Chartered Organization that has been named or may be named in a claim or lawsuit.
13. On or as soon as reasonably practicable after the Effective Date, and subject to the Bankruptcy Court granting a motion filed pursuant to sections 363(b), 1129(a)(4) and 503(b) of the Bankruptcy Code, Bankruptcy Rule 9019, or otherwise applicable bankruptcy and non-bankruptcy law, Reorganized BSA shall reimburse the RCAHC amounts they have paid to its counsel, ArentFox Schiff LLP and Potter Anderson & Corroon LLP (the "RCAHC Professionals") for, reasonable, documented, and contractual professional advisory fees and expenses incurred by the RCAHC Professionals (the "RCAHC Restructuring Expenses"); provided, however, that, without limiting the foregoing, the RCAHC Restructuring Expenses shall be in an aggregate amount not to exceed \$1,500,000, any award of such fees shall be payable by Reorganized BSA over the course of the twenty four (24) month period following the Effective Date of the Plan in four equal installments with the first installment due six (6) months following the Effective Date of the Plan. Notwithstanding anything to the contrary in the Plan, the RCAHC Restructuring Expenses shall be subject to the terms of Article IIA.2 of the Plan, with the following modifications: (x) RCAHC Professionals shall comply with the procedures and processes set forth in Article IIA.2 by filing final fee application(s), which, for attorneys or law firms who are RCAHC Professionals, shall include time entry detail, which may be redacted for privilege; and (y) payment or reimbursement of RCAHC Restructuring Expenses shall be subject to the review and procedure of the Fee Examiner.

The Parties shall not object to the granting of a motion filed pursuant to sections 363(b), 1129(a)(4) and 503(b) of the Bankruptcy Code, Bankruptcy Rule 9019, or otherwise applicable bankruptcy and non-bankruptcy law, for the reimbursement and/or payment of the RCAHC Restructuring Expenses.

14. Notwithstanding anything else in this Term Sheet to the contrary, no term or condition of this Term Sheet shall require the BSA, the FCR, or the TCC to take or refrain from taking any action that it determines would be inconsistent with its fiduciary duties.
15. Parties shall cooperate with each other to coordinate on timing and substance of public statements of settlement, including press releases, court filings and in-court statements.
16. The persons signing this Term Sheet on behalf of the RCAHC represent that they have authority to enter into this Term Sheet on behalf of the RCAHC.
17. This Term Sheet may be executed in one or more counter parts that, when exchanged and complied by email or other means shall constitute one single, effective summary of the Parties' agreements.

EXECUTION VERSION

18. This Term Sheet shall be governed by Delaware law.

IN WITNESS WHEREOF, the Parties have duly executed this Term Sheet as of the last date indicated below.

EXECUTION VERSION

BSA (as defined)

Roman Catholic Ad Hoc Committee

By: /s/ Roger C. Mosby

By: _____

Name: Roger C. Mosby

Name: _____

Title: President and CEO

Title: _____

Date: March 17, 2022

Date: _____

BSA (as defined)

Roman Catholic Ad Hoc Committee

By: _____

By: Rooney W. Oligmiller

Name: _____

Name: ROONEY W. OLIGMILLER

Title: _____

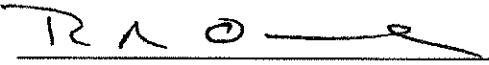
Title: COMMITTEE CHAIRMAN

Date: _____


Date: 3/17/2022

EXECUTION VERSION

Century Indemnity Company

By: 
Name: Robert Omrod
Title: President
Date: 3/16/22

**Westchester Fire Insurance Company &
Federal Insurance Company**

By: 
Name: Christopher Celentano
Title: SVP Coverage & Complex Claims
Date: 3/16/2022

EXECUTION VERSION

FUTURE CLAIMANTS REPRESENTATIVE

In my capacity as Future Claimants Representative, I consent to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: 

Dated: _____

OFFICIAL COMMITTEE TORT CLAIMANTS

The TCC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

COALITION OF ABUSED SCOUTS FOR JUSTICE

The Coalition consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

AD HOC COMMITTEE OF LOCAL COUNCILS

The AHCLC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

EXECUTION VERSION

FUTURE CLAIMANTS REPRESENTATIVE

In my capacity as Future Claimants Representative, I consent to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

OFFICIAL COMMITTEE TORT CLAIMANTS

The TCC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: John P. Humphrey Jr

Dated: 3/17/22

COALITION OF ABUSED SCOUTS FOR JUSTICE

The Coalition consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

AD HOC COMMITTEE OF LOCAL COUNCILS

The AHCLC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

FUTURE CLAIMANTS REPRESENTATIVE

In my capacity as Future Claimants Representative, I consent to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

OFFICIAL COMMITTEE TORT CLAIMANTS

The TCC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

COALITION OF ABUSED SCOUTS FOR JUSTICE

The Coalition consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: Emi Goodman

Dated: 3-17-2022

AD HOC COMMITTEE OF LOCAL COUNCILS

The AHCLC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

EXECUTION VERSION

FUTURE CLAIMANTS REPRESENTATIVE

In my capacity as Future Claimants Representative, I consent to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

OFFICIAL COMMITTEE TORT CLAIMANTS

The TCC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

COALITION OF ABUSED SCOUTS FOR JUSTICE

The Coalition consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: _____

Dated: _____

AD HOC COMMITTEE OF LOCAL COUNCILS

The AHCLC consents to the Debtors' execution of the Term Sheet and entry into the RCAHC Settlement.

By: Richard A. Masny

Dated: March 17, 2022

RCAHC MEMBERS

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of AmericaBy: /s/ Rocky W OligmuelleName: ROANEY W. OLIGMUELLETitle: AVA SPECIALTY CLAIMSDate: 3/17/2022**Roman Catholic Diocese of Sioux City**By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of JolietBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of OmahaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Winona-RochesterBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Archdiocese of Washington, D.C.By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION

RCAHC MEMBERS

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of America

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Sioux City

By: /s/ Royce Ranniger

Name: Royce Ranniger

Title: Asst. Secretary

Date: 3-16-2022

Roman Catholic Diocese of Joliet

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Omaha

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Winona-Rochester

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Archdiocese of Washington, D.C.

By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION**RCAHC MEMBERS**

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of AmericaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Sioux CityBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of JolietBy: /s/ Brian SchroederName: Brian SchroederTitle: CFODate: 3/16/22**Roman Catholic Diocese of Omaha**By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Winona-RochesterBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Archdiocese of Washington, D.C.By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION**RCAHC MEMBERS**

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of AmericaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Sioux CityBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of JolietBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of OmahaBy: Name: James J StolzTitle: CFODate: 3/16/22**Roman Catholic Diocese of Winona-Rochester**By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Archdiocese of Washington, D.C.By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION**RCAHC MEMBERS**

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of AmericaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Sioux CityBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of JolietBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of OmahaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Winona-RochesterBy: /s/ Andrew D. BrannonName: Andrew D. BrannonTitle: COO/CFODate: 3/16/2022**Roman Catholic Archdiocese of Washington, D.C.**By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION**RCAHC MEMBERS**

IN WITNESS WHEREOF, the RCAHC Member have duly executed this Term Sheet individually on their own behalf and as RCAHC members as of the last date indicated below.

Catholic Mutual Relief Society of AmericaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Sioux CityBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of JolietBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of OmahaBy: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Winona-RochesterBy: /s/

Name: _____

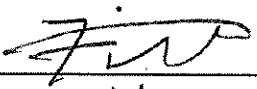
Title: _____

Date: _____

Roman Catholic Archdiocese of Washington, D.C.By: /s/ Name: Christopher AnzideiTitle: General CounselDate: March 16, 2022

EXECUTION VERSION

Roman Catholic Archdiocese of New York

By: /s/ 
Name: Frank Napolitano
Title: Chief Administrative Officer
Date: 3/16/22

**Roman Catholic Archdiocese of
Chicago**

By: /s/
Name: _____
Title: _____
Date: _____

Roman Catholic Diocese of Syracuse

By: /s/
Name: _____
Title: _____
Date: _____

**Roman Catholic Diocese of
Rochester, New York**

By: /s/
Name: _____
Title: _____
Date: _____

Roman Catholic Diocese of Buffalo

By: /s/
Name: _____
Title: _____
Date: _____

EXECUTION VERSION

Roman Catholic Archdiocese of New York

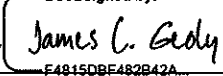
By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Archdiocese of Chicago

By: /s/  DocuSigned by:
F4B15DBE482B42A

Name: James C. Geoly

Title: General Counsel

Date: 3/16/2022

Roman Catholic Diocese of Syracuse

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Rochester, New York

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Buffalo

By: /s/

Name: _____

Title: _____

Date: _____

EXECUTION VERSION

Roman Catholic Archdiocese of New York

By: /s/

Name: _____

Title: _____

Date: _____

**Roman Catholic Archdiocese of
Chicago**

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Syracuse

By: /s/

Name: _____

Title: _____

Date: _____

**Roman Catholic Diocese of
Rochester, New York**

By: /s/

Name: _____

Title: _____

Date: _____

Roman Catholic Diocese of Buffalo

By: /s/ *Sr. Regina Murphy, SSMN*

Name: Sr. Regina Murphy, SSMN

Title: Chancellor

Date: March 17, 2022

EXECUTION VERSION**Schedule 1**

Committee Member	Address	Affiliation
Rodney W. Oligmueller	10843 Old Mill Rd Omaha, NE 68154-2600	Catholic Mutual Relief Society of America
Royce Ranniger	1821 Jackson Street Sioux City, IA 51105	Roman Catholic Diocese of Sioux City
Brian Schroeder	16555 Weber Road Crest Hill, IL 60403	Roman Catholic Diocese of Joliet
James J. Stolze	2222 N. 111 th Street Omaha, NE 68164	Roman Catholic Diocese of Omaha
Andrew D. Brannon	55 W. Sanborn St. Winona, MN 55987	Roman Catholic Diocese of Winona-Rochester
Chris Anzidei	P.O. Box 29260 Washington, D.C. 20017-0260	Roman Catholic Archdiocese of Washington, D.C.
Frank Napolitano	1011 First Ave. New York, NY 10022	Roman Catholic Archdiocese of New York
James C. Geoly	835 N. Rush St. Chicago, IL 60611	Roman Catholic Archdiocese of Chicago
Stephen A. Breen	240 East Onondaga Street Syracuse, NY 13202	Roman Catholic Diocese of Syracuse
Lisa M. Passero	1150 Buffalo Road Rochester, NY 14624	Roman Catholic Diocese of Rochester, New York
Sr. Regina Murphy	795 Main Street Buffalo, NY 14203	Roman Catholic Diocese of Buffalo

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re: D.I. 10188

**LUJAN CLAIMANTS' OBJECTION TO DEBTORS' MOTION TO AMEND
AND SUPPLEMENT THE FINDINGS OF FACT AND CONCLUSIONS OF LAW
IN THE CONFIRMATION OPINION PURSUANT TO FED. R. BANKR. P. 7052
AND FED. R. CIV. P. 52**

COME NOW the Tort Claimants represented by Lujan & Wolff LLP ("Lujan Claimants")¹ and object to Debtors' Motion to Amend and Supplement the Findings of Fact and Conclusions of Law in the Confirmation Opinion pursuant to Fed. R. Bankr. P. 7052 and Fed. R. Civ. P. 52 (D.I. 10188), which was filed by Debtors Boy Scouts of America and Delaware BSA, LLC's (collectively "Debtors") on August 12, 2022.

By their motion, Debtors seek to amend and supplement the Court's Opinion (D.I. 10136) which rejected material aspects of Debtors' Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC (D.I. 8813), and seek an order of the Court confirming a materially modified plan of reorganization. As the Court's Opinion did not confirm Debtors' Plan or dismiss this consolidated action, the Opinion is not a final order or judgment for purposes of appeal. WCI Steel, Inc. v. Wilmington Trust Co., 338 B.R. 1, 9 (N.D. Ohio 2005) (citing, e.g., Lievsay v. W. Fin. Sav. Bank (In re Lievsay), 118 F. 3d 661, 662 (9th Cir. 1997) (finding a bankruptcy court's decision denying confirmation of a Chapter 11 plan was interlocutory)).

¹ See attached Appendix A, which lists the Sexual Abuse Survivor Proof of Claim numbers for Lujan Claimants.

“So long as the bankruptcy proceeding itself has not been terminated, the debtor, unsuccessful with one reorganization plan, may always propose another plan for the bankruptcy court to review for confirmation.” *Id.* (quoting Simons v. Fed. Deposit Ins. Corp. (In re Simons), 908 F. 2d 643, 645 (10th Cir. 1990)). “ ‘Under these circumstances, the parties’ rights have not been finally determined and the process of plan confirmation is continuing.’” *Id.* (quoting Rady v. Robert Bros., No. 1:02-CV-1284-LJM-WTL, 2003 WL 211806094, at *1 (S.D. Ind. Apr. 23, 2003)). The Court, in its Opinion, emphasized that its Opinion was interlocutory and non-final. (Opinion at 269 (“Debtors have decisions to make regarding the Plan and need sufficient time to determine how to proceed. At their convenience, counsel to Debtors may reach out to chambers to schedule a status conference.”).) Thus, there is no judgment to amend.

Acknowledging that the Court, in its Opinion, did not confirm the Plan or finally dispose of this consolidated case, Debtors request in their motion that the Court issue Supplemental Findings of Fact and Conclusions of Law Confirming the Third Modified Fifth Amended Chapter 11 Plan of Reorganization (with Technical Modifications) for Boy Scouts of America and Delaware BSA, LLC, (Mot. Ex. A), pursuant to Federal Rule of Bankruptcy Procedure 7052 and Federal Rule of Civil Procedure 52. However, neither Rule 7052 nor Rule 52 permit confirmation of an alternative plan of reorganization, especially one that is materially different² from the rejected Plan. Debtors should not be permitted to bypass requirements for plan confirmation, including but not limited to Bankruptcy Rule 2002(b), which requires at least 28 days’ notice to parties in interest for filing objections to confirmation of a chapter 11 plan.

Even if Debtors’ motion is properly brought under Rules 7052 and 52, Debtors have failed to argue or show manifest injustice without amendment or supplement of the Opinion or any newly

² Debtors propose that the Court confirm a materially different plan that, among other things, does not include the \$250 million settlement with The Church of Jesus Christ and that does not include insurance policy buybacks free and clear of all interests.

discovered evidence justifying amendment or supplement. Wound Care Centers Inc. v. Catalane, Civil No. 10-336, 2011 WL 3476612, at *3 (W.D. Pa. Aug. 9, 2011); In re Smith Corona Corp., 212 B.R. 59, 60 (Bankr. D. Del. 1997). Accordingly, their motion should be denied.

The motion must also be denied as Debtors incorrectly claim that all objections have been resolved by the Court. In the Opinion, the Court did not address or dispose of certain objections made by Lujan Claimants, including, but not limited to, objections relating to the the release and channeling injunction under the Plan of Lujan Claimants' claims against non-settling insurers, the 1976 and 1977 Hartford insurance policies as to coverage for sexual abuse claims not being a part of the bankruptcy estate, the unequal and unfair treatment of abuse claimants regarding release of some survivors' post-1975 claims against chartered organization while other survivors retain their pre-1976 claims against chartered organizations, and the Plan failing to provide for future claimants' representatives to represent unknown claims against released nondebtors. As Debtors' motion is premised upon the alleged resolution of all objections, and the Opinion did not fully resolve all objections, Debtors' motion must be denied.

Like the D & V Claimants in their Response to the motion, Lujan Claimants continue to object to confirmation of the Plan and incorporate their objections as if set forth fully herein, and waive none of their objections. Lujan Claimants reserve all rights, including but not limited to the right to appeal confirmation of the Plan,

Dated: August 24, 2022.

Respectfully submitted,

/s/ Christopher D. Loizides
Christopher D. Loizides (No. 3968)
LOIZIDES, P.A.
1225 North King Street, Suite 800
Wilmington, DE 19801
Phone: 302.654.0248
Email: Loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff

Delia Lujan Wolff
Suite 300, DNA Bldg.
238 Archbishop Flores St.
Hagatna, Guam 96910
Phone: (671) 477-8064/5
Facsimile: (671) 477-5297
Email: dslwolff@lawguam.com

Attorneys for Lujan Claimants

APPENDIX A

The foregoing Lujan Claimants' Objection to Debtors' Motion to Amend and Supplement the Findings of Fact and Conclusions of Law in the Confirmation Opinion pursuant to Fed. R. Bankr. P. 7052 and Fed. R. Civ. P. 52 was filed by the following creditors who each filed a Sexual Abuse Survivor Proof of Claim and are represented by Lujan & Wolff LLP. The numbers below are the claim numbers for each creditor's Sexual Abuse Survivor Proof of Claim, including amendments thereto.

248	2991	6824	25063	79403
1551	3051	7976	25069	79769
1670	3120	7977	33028	80328
1677	3385	8037	35352	80655
1746	3610	8038	35354	80982
1757	3612	10548	38591	87715
1765	3614	11250	40889	87757
1913	3616	11251	40890	96418
1953	4855	14187	45700	96419
2003	4857	15104	45702	103377
2010	4859	15139	48168	103378
2011	5646	17480	58317	4858
2394	5646	18860	58370	4860
2403	5648	18873	67267	
2433	5655	22872	67286	
2597	6432	22873	67293	
2840	6434	22874	73585	
2885	6823	23388	73607	

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Ref. D.I. 9696, 10136, 10310

**ORDER RELEASING PRE-PETITION CENTURY/CHUBB CLAIMS PURSUANT TO
CENTURY AND CHUBB COMPANIES INSURANCE SETTLEMENT AGREEMENT**

Upon consideration of the confirmation of the Plan, which includes the request of approval of the Century and Chubb Companies Insurance Settlement Agreement, attached as Exhibit I-2 to the Plan, under which Debtors request entry of a separate order (this “Order”) authorizing the resolution of the Pre-Petition Century/Chubb Claims² and the Court’s Opinion, dated July 29, 2022 (the “Confirmation Opinion”), and this Court having jurisdiction to consider the request in accordance with 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having consented to entry of a final order by this Court under Article III of the United States Constitution; and the Court having found that venue of this proceeding and the request in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that good and adequate cause exists; and the Court having determined that no other or further notice need be given,

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: Boy Scouts of America (6300); and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

² Capitalized terms used but not defined herein are defined in the Century and Chubb Companies Insurance Settlement Agreement.

IT IS HEREBY FOUND:

A. **The Pre-Petition Century/Chubb Claims.** The Debtors currently assert certain Claims and Causes of Action against Century and the Chubb Companies for payment of defense and indemnity costs allegedly owed as of the Petition Date as further described and defined in the Century and Chubb Companies Insurance Settlement Agreement (the “Pre-Petition Century/Chubb Claims”). The Debtors and their estates have agreed to irrevocably settle and release these causes of action and claims in exchange for the \$50,000,000 Initial Payment provided under the Century and Chubb Companies Insurance Settlement Agreement.

B. **The Settlement of the Pre-Petition Century/Chubb Claims Was Approved Under Rule 9019.** The settlement and release of the Pre-Petition Century/Chubb Claims was approved as set forth in the Confirmation Opinion after consideration of the evidence, and this component of the Century and Chubb Companies Insurance Settlement Agreement satisfies the standard for approval set forth in *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996), and represents a fair and equitable resolution of these claims.

C. **No Objection.** No objection was filed to this component of the Century and Chubb Companies Insurance Settlement Agreement and the entry of this Order.

For all of the foregoing and the reasons set forth in the Confirmation Opinion and the Confirmation Order,

IT IS HEREBY ORDERED THAT:

1. The resolution of the Pre-Petition Century/Chubb Claims, pursuant to the Century and Chubb Companies Insurance Settlement Agreement is approved.

2. Upon release of the Initial Payment by the Century and Chubb Companies to the Settlement Trust, the Debtors and their estates shall irrevocably release the Century and Chubb

Companies from the Pre-Petition Century/Chubb Claims as provided and described in the Century and Chubb Companies Insurance Settlement Agreement (the "Pre-Petition Century/Chubb Claims Release").

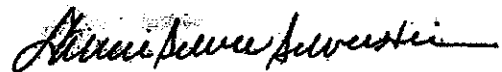
3. The resolution of the Pre-Petition Century/Chubb Claims, including the Pre-Petition Century/Chubb Claims Release, shall survive independently and remain in full force and effect in the case of a Reversal or modification affecting the Confirmation Order.

4. Nothing in this Order is intended or shall be construed to limit the generality and scope of the releases or injunctions provided in the Confirmation Opinion, the Confirmation Order the Plan, or the Century and Chubb Companies Insurance Settlement Agreement, including with respect to the Pre-Petition Century/Chubb Claims.

5. The Debtors are authorized to take all steps necessary or appropriate to carry out the relief granted in this Order.

6. This Order is immediately effective and enforceable.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.



LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: September 12, 2022
Wilmington, Delaware

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.¹

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re: Docket No. 10136, 10316, 10327

NOTICE OF APPEAL

PLEASE TAKE NOTICE that the Tort Claimants represented by Lujan & Wolff LLP² submit this Notice of Appeal in conformity with Bankruptcy Form B417A.

Part 1: Identify the appellant(s)

1. Names of Appellants: Tort Claimants represented by Lujan & Wolff LLP (“the Lujan Claimants”) (*see* footnote 2 and Appendix A attached hereto).
2. Position of Appellants in the bankruptcy case: Creditors.

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from:

Supplemental Findings of Fact and Conclusions of Law and Order Confirming the Third Modified Fifth Amended Chapter 11 Plan of Reorganization (with Technical Modifications) for Boy Scouts of America and Delaware BSA, LLC (D.I. 10316) (the “Confirmation Order”), accompanying Opinion (D.I. 10136) (the “Opinion”), Order Releasing Pre-Petition Century/Chubb Claims Pursuant to Century and Chubb Companies Insurance Settlement Agreement (D.I. 10327) (the “Chubb Order”), and all other subsumed judgments, orders, and decrees brought up for review in the appeal.

A copy of the Confirmation Order is attached hereto as **Exhibit A**, a copy of the Opinion is attached hereto as **Exhibit B**, and a copy of the Chubb Order is attached hereto

¹ The Debtors in these Chapter 11 Cases, together with the last four digits of Debtor’s federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

² *See* attached Appendix A, which lists the Sexual Abuse Survivor Proof of Claim numbers for Lujan Claimants.

as **Exhibit C**.

2. State the date on which the judgment, order, or decree was entered:

The Confirmation Order was entered on September 8, 2022, and the Opinion was entered on July 29, 2022. The Chubb Order was entered on September 12, 2022.

Part 3: Identify the other parties to the appeal

The other parties to the Confirmation Order, and the names, addresses, and telephone numbers of their attorneys, are as follows:

<p>Tort Claimants represented by Lujan & Wolff LLP ("Lujan Claimants")</p> <p>Appellants</p>	<p>LOIZIDES, P.A. Christopher D. Loizides (No. 3968) 1225 North King Street, Suite 800 Wilmington, DE 19801 Telephone: (302) 654-0248 Email: Loizides@loizides.com</p> <p>-and-</p> <p>LUJAN & WOLFF LLP Delia Lujan Wolff Suite 300, DNA Bldg. 238 Archbishop Flores St. Hagåtña, Guam 96910 Telephone: (671) 477-8064/5 Email: dslwolff@lawguam.com</p>
<p>Boy Scouts of America</p> <p>and</p> <p>Delaware BSA, LLC</p> <p>Debtors-Appellees</p>	<p>MORRIS, NICHOLS, ARSHT & TUNNELL LLP Derek C. Abbott Andrew R. Remming Paige N. Topper Tori L. Remington 1201 North Market Street, 16th Floor P.O. Box 1347 Wilmington, Delaware 19899-1347 Telephone: (302) 351-9314 / (302) 658-9200 Email: dabbott@morrisnichols.com aremming@morrisnichols.com ptopper@morrisnichols.com tremington@morrisnichols.com</p> <p>-- and --</p>

	<p>WHITE & CASE LLP Jessica C. Lauria 1221 Avenue of the Americas New York, New York 10020 Telephone: (212) 819-8200 Email: jessica.lauria@whitecase.com</p> <p>– and –</p> <p>WHITE & CASE LLP Michael C. Andolina Matthew E. Linder Laura E. Baccash Blair M. Warner 111 South Wacker Drive Chicago, Illinois 60606 Telephone: (312) 881-5400 Email: mandolina@whitecase.com mlinder@whitecase.com laura.baccash@whitecase.com blair.warner@whitecase.com</p>
Tort Claimants’ Committee	<p>PACHULSKI STANG ZIEHL & JONES LLP Richard M. Pachulski Alan J. Kornfeld Debra I. Grassgreen Iain A.W. Nasatir James E. O’Neill 919 North Market Street, 17th Floor P.O. Box 8705 Wilmington, DE 19899-8705 (Courier 19801) Telephone: (302) 652-4100 Email: rpachulski@pszjlaw.com akornfeld@pszjlaw.com dgrassgreen@pszjlaw.com inasatir@pszjlaw.com joneill@pszjlaw.com</p>
Coalition of Abused Scouts for Justice	<p>MONZACK MERSKY AND BROWDER, P.A Rachel B. Mersky 1201 North Orange Street, Suite 400 Wilmington, Delaware 19801 Telephone: (302) 656-8162 Email: rmersky@monlaw.com</p> <p>–and–</p>

	<p>BROWN RUDNICK LLP David J. Molton Eric R. Goodman Seven Times Square New York, NY 10036 Telephone: (212) 209-4800 Email: dmolton@brownrudnick.com egoodman@brownrudnick.com</p> <p>—and—</p> <p>BROWN RUDNICK LLP Sunni P. Beville Tristan G. Axelrod One Financial Center Boston, MA 02111 Telephone: (617) 856-8200 Email: sbeville@brownrudnick.com taxelrod@brownrudnick.com</p>
Future Claimants’ Representative	<p>YOUNG CONAWAY STARGATT & TAYLOR, LLP Robert S. Brady Edwin J. Harron Rodney Square 1000 North King Street Wilmington, Delaware 19801 Telephone: (302) 571-6600 Email: rbrady@ycst.com eharron@ycst.com</p> <p>—and—</p> <p>GILBERT LLP Kami E. Quinn Emily P. Grim Kyle Dechant 700 Pennsylvania Ave., SE Suite 400 Washington, DC 20003 Telephone: (202) 772-2200 Email: quinnk@gilbertlegal.com grime@gilbertlegal.com dechantk@gilbertlegal.com</p>

<p>The Zalkin Law Firm, P.C. and Pfau Cochran Vertetis Amala PLLC</p>	<p>BIELLI & KLAUDER, LLC David M. Klauder 1204 N. King Street Wilmington, DE 19801 Telephone: (302) 803-4600 Email: dklauder@bk-legal.com -and- KTBS LAW LLP Thomas E. Patterson Daniel J. Bussel Robert J. Pfister Sasha M. Gurvitz 1801 Century Park East, Twenty-Sixth Floor Los Angeles, California 90067 Telephone: (310) 407-4000 Email: tpatterson@ktbslaw.com dbussel@ktbslaw.com rpfister@ktbslaw.com sgurvitz@ktbslaw.com</p>
<p>Hartford Accident and Indemnity Company, First State Insurance Company, Twin City Fire Insurance Company, and Navigators Specialty Insurance Company</p>	<p>BAYARD, P.A. Erin R. Fay Gregory J. Flasser 600 North King Street, Suite 400 Wilmington, DE 19801 Telephone: (302) 655-5000 Email: efay@bayardlaw.com gflasser@bayardlaw.com -and- RUGGERI PARKS WEINBERG LLP James P. Ruggeri Joshua D. Weinberg Annette P. Rolain 1875 K Street, N.W., Suite 600 Washington, D.C. 20006 Telephone: (202) 984-1400 / (202) 469-7767 Email: jruggeri@ruggerilaw.com jweinberg@ruggerilaw.com -and-</p>

	<p>WILMER CUTLER PICKERING HALE AND DORR LLP Philip D. Anker 7 World Trade Center 250 Greenwich Street New York, NY 10007 Telephone: (212) 230-8890 Email: philip.anker@wilmerhale.com</p> <p>-and-</p> <p>WILMER CUTLER PICKERING HALE AND DORR LLP Danielle Spinelli Joel Millar 1875 Pennsylvania Avenue N.W. Washington, D.C. 20006 Telephone: (202) 663-6000 Email: danielle.spinelli@wilmerhale.com joel.millar@wilmerhale.com</p>
<p>Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America, and Chubb Companies</p>	<p>STAMOULIS & WEINBLATT LLC Stamatios Stamoulis 800 N. West Street Third Floor Wilmington, Delaware 19801 Telephone: (302) 999-1540 Email: stamoulis@swdelaw.com</p> <p>-and-</p> <p>O'MELVENY & MYERS LLP Tancred Schiavoni Times Square Tower 7 Times Square New York, New York 10036-6537 Telephone: (212) 326-2000 Email: tschiavoni@omm.com</p> <p>-and-</p> <p>O'MELVENY & MYERS LLP Steve Warren 400 South Hope Street Los Angeles, California 90071 Telephone: (213) 430-6000 Email: swarren@omm.com</p> <p>-and-</p>

	SIMPSON THACHER & BARTLETT LLP Mary Beth Forshaw David Elbaum 425 Lexington Avenue New York, NY 10017 Telephone: (212) 455-2000 Email: mforshaw@stblaw.com david.elbaum@stblaw.com
American Zurich Insurance Company, American Guarantee Insurance Company, and Steadfast Insurance Company	TYBOUT, REDFEARN & PELL Robert D. Cecil, Jr. 501 Carr Road, Suite 300 Wilmington, Delaware 19899 Telephone: (302) 658-6901 Email: rcecil@trplaw.com -and- CROWELL & MORING LLP Mark D. Plevin Kevin D. Cacabelos Three Embarcadero Center, 26th Floor San Francisco, California 94111 Telephone: (415) 986-2800 Email: mplevin@crowell.com kcacabelos@crowell.com -and- CROWELL & MORING LLP Tacie H. Yoon Rachel A. Jankowski 1001 Pennsylvania Ave., N.W. Washington, D.C. 20004 Telephone: (202) 624-2500 Email: tyoon@crowell.com rjankowski@crowell.com
Clarendon National Insurance Company, as successor in interest by merger to Clarendon America Insurance Company; River Thames Insurance Company Limited, as successor in interest to Union	BALLARD SPAHR LLP Matthew G. Summers Chantelle D. McClamb 919 N. Market Street, 11th Floor Wilmington, Delaware 19801-3034 Telephone: (302) 252-4428 Email: summersm@ballardspahr.com mcclambc@ballardspahr.com -and-

America Insurance Company; and Zurich American Insurance Company, as successor to Maryland Casualty Company, Zurich Insurance Company, and American General Fire & Casualty Company	STEPTOE & JOHNSON LLP Harry Lee John O'Connor 1330 Connecticut Avenue NW Washington, DC 20036 Telephone: (202) 429-8078 Email: hlee@steptoe.com joconnor@steptoe.com
Eisenberg, Rothweiler, Winkler, Eisenberg & Jeck, P.C.	HOGAN McDANIEL Daniel K. Hogan 1311 Delaware Avenue Wilmington, DE 19806 Telephone: (302) 656-7540 Email: dan@dkhogan.com
Official Committee of Unsecured Creditors	REED SMITH LLP Kurt F. Gwynne Mark W. Eckard 1201 Market Street, Suite 1500 Wilmington, DE 19801 Telephone: (302) 778-7500 Email: kgwynne@reedsmith.com meckard@reedsmith.com -and- KRAMER LEVIN NAFTALIS & FRANKEL LLP Thomas Moers Mayer Rachael Ringer Natan M. Hamerman Jennifer R. Sharret Megan M. Wasson 1177 Avenue of the Americas New York, NY 10036 Telephone: (212) 715-9100 Email: tmayer@kramerlevin.com rringer@kramerlevin.com nhamerman@kramerlevin.com jsharret@kramerlevin.com mwasson@kramerlevin.com

<p>JPMorgan Chase Bank, National Association</p>	<p>WOMBLE BOND DICKINSON (US) LLP Matthew P. Ward Morgan L. Patterson 1313 North Market Street, Suite 1200 Wilmington, Delaware 19801 Telephone: (302) 252-4320 Email: matthew.ward@wbd-us.com morgan.patterson@wbd-us.com</p> <p>-and-</p> <p>NORTON ROSE FULBRIGHT US LLP Kristian W. Gluck Richard S. Krumholz John Hammond Heath Sarah Brown Cornelia 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201 Telephone: (214) 855-8000 Email: kristian.gluck@nortonrosefulbright.com richard.krumholz@nortonrosefulbright.com john.heath@nortonrosefulbright.com sarah.cornelia@nortonrosefulbright.com</p>
<p>Ad Hoc Committee of Local Councils of the Boy Scouts of America</p>	<p>DLA PIPER, LLP (US) R. Craig Martin 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801-1147 Telephone: (302) 468-5655 Email: craig.martin@dlapiper.com</p> <p>-and-</p> <p>WACHTELL, LIPTON, ROSEN & KATZ Richard G. Mason Douglas K. Mayer Joseph C. Celentino Mitchell S. Levy 51 West 52nd Street New York, New York 10019 Telephone: (212) 403-1000 Email: RGMason@wlrk.com DKMayer@wlrk.com JCCelentino@wlrk.com MSLevy@wlrk.com</p>

<p>Roman Catholic Ad Hoc Committee</p>	<p>POTTER ANDERSON & CORROON LLP Jeremy W. Ryan Aaron H. Stulman Elizabeth R. Schlecker 1313 N. Market Street, 6th Floor Wilmington, DE 19801-6108 Telephone: (302) 984-6000 Email: jryan@potteranderson.com astultman@potteranderson.com eschlecker@potteranderson.com</p> <p>-and-</p> <p>ARENTFOX SCHIFF LLP Everett Cygal David Spector J. Mark Fisher Neil Lloyd Daniel Schufreider Jin Yan 233 South Wacker Drive, Suite 7100 Chicago, IL 60606 Telephone: (312) 258-5500 Email: everett.cygal@afslaw.com david.spector@afslaw.com mark.fisher@afslaw.com neil.lloyd@afslaw.com daniel.schufreider@afslaw.com jin.yan@afslaw.com</p>
<p>Roman Catholic Diocese of Paterson</p>	<p>PORZIO, BROMBERG & NEWMAN, P.C. Cheryl A. Santaniello 300 Delaware Avenue, Suite 1220 Wilmington, DE 19801 Telephone: (302) 526-1235 Email: casantaniello@pbnlaw.com</p> <p>-and-</p> <p>PORZIO, BROMBERG & NEWMAN, P.C. Warren J. Martin, Jr. John S. Mairo Rachel A. Parisi 100 Southgate Parkway P.O. Box. 1997 Morristown, New Jersey 07962 Telephone: (973) 538-4006</p>

	<p>Email: wjmartin@pbnlaw.com jsmairo@pbnlaw.com raparisi@pbnlaw.com</p>
United Methodist Ad Hoc Committee	<p>MACAULEY LLC Thomas G. Macauley 300 Delaware Ave., Suite 1018 Wilmington, DE 19801 Telephone: (302) 656-0100</p> <p>-and-</p> <p>BRADLEY ARANT BOULT CUMMINGS LLP Edwin G. Rice 100 N. Tampa Street, Suite 2200 Tampa, FL 33602 Telephone: (813) 559-5500 Email: erice@bradley.com ddecker@bradley.com ebrusa@bradley.com</p>
The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	<p>RICHARDS, LAYTON & FINGER, P.A. Michael J. Merchant Brett M. Haywood One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Email: merchant@rlf.com haywood@rlf.com</p> <p>-and-</p> <p>LATHAM & WATKINS LLP Jeffrey E. Bjork Deniz A. Irgi 355 South Grand Avenue, Suite 100 Los Angeles, California 90071-1560 Telephone: (213) 485-1234 Email: jeff.bjork@lw.com deniz.irgi@lw.com</p> <p>-and-</p>

	LATHAM & WATKINS LLP Adam J. Goldberg Robert J. Malioneck Madeleine C. Parish Benjamin A. Dozier 1271 Avenue of the Americas New York, NY 10020-1401 Telephone: (212) 906-1200 Email: adam.goldberg@lw.com robert.malioneck@lw.com madeleine.parish@lw.com benjamin.butzin-dozier@lw.com
Dumas & Vaughn Claimants a/k/a D & V Claimaints	BIELLI & KLAUDER, LLC David M. Klauder 1204 N. King Street Wilmington, DE 19801 Telephone: (302) 803-4600 Email: dklauder@bk-legal.com -and- DUMAS & VAUGHN, LLC Gilion C. Dumas Ashley L. Vaughn 3835 NE Hancock St., Ste. GL-B Portland, OR 97212 Telephone: (503) 616-5007 Email: gilion@dumasandvaughn.com ashley@dumasandvaughn.com
Archbishop of Agaña, a Corporation Sole	GELLERT SCALI BUSENKELL & BROWN LLC Charles J. Brown, III 1201 N. Orange Street, 3rd Floor Wilmington, DE 19801 Telephone: (302) 425-5813 Email: cbrown@gsbblaw.com
The Official Committee of Unsecured Creditors appointed in <i>In re:</i> <i>Archbishop of Agaña,</i> <i>a Corporation Sole</i> (Bankr. D. Guam 19- 00010) (the “Guam Committee”)	HILLER LAW, LLC Adam Hiller 300 Delaware Avenue, Suite 210, #227 Wilmington, Delaware 19801 Telephone: (302) 442-7677 Email: ahiller@adamhillerlaw.com -and-

	<p>STINSON LLP Robert T. Kugler Edwin H. Caldie 50 South Sixth Street, Suite 2600 Minneapolis, MN 55402 Telephone: (612) 335-1500 Email: robert.kugler@stinson.com ed.caldie@stinson.com</p> <p>-and-</p> <p>STINSON LLP Christina D. Arnone 1201 Walnut, Suite 2900 Kansas City, MO 64106 Telephone: (816) 842-8600 Email: christina.arnone@stinson.com</p>
<p>National Union Fire Insurance Company of Pittsburgh, Pa., Lexington Insurance Company, and The Insurance Company of the State of Pennsylvania (the "AIG Companies")</p>	<p>FINEMAN KREKSTEIN & HARRIS PC Deirdre M. Richards 1300 N. King Street Wilmington, DE 19801 Telephone: (302) 538-8331 Email: drichards@finemanlawfirm.com</p> <p>-and-</p> <p>GIBSON, DUNN & CRUTCHER LLP Michael A. Rosenthal Mitchell A. Karlan James Hallowell Keith R. Martorana 200 Park Avenue New York, New York 10166 Telephone: (212) 351-4000 Email: mrosenthal@gibsondunn.com mkarlan@gibsondunn.com jhallowell@gibsondunn.com kmartorana@gibsondunn.com</p> <p>-and-</p>

	<p>GIBSON, DUNN & CRUTCHER LLP Richard J. Doren Blaine H. Evanson 333 South Grand Avenue Los Angeles, California 90071 Telephone: (213) 229-7038 Email: rdoren@gibsondunn.com bevanson@gibsondunn.com</p> <p>-and-</p> <p>FORAN GLENNON PALANDECH PONZI & RUDLOFF P.C. Susan N.K. Gummow 222 N. LaSalle St., Suite 1400 Chicago, Illinois 60601 Telephone: (312) 863-5000 Email: sgummow@fgppr.com</p>
<p>The Continental Insurance Company and Columbia Casualty Company</p>	<p>GOLDSTEIN & MCCLINTOCK LLLP Maria Aprile Sawczuk 501 Silverside Road Wilmington, DE 19809 Telephone: (302) 444-6710 Email: marias@goldmclaw.com</p> <p>-and-</p> <p>LOEB & LOEB LLP Laura McNally Emily Stone 321 N. Clark Street, Suite 2300 Chicago, IL 60654 Telephone: (312) 464-3155 Email: lmcnally@loeb.com estone@loeb.com</p> <p>-and-</p> <p>DAVID CHRISTIAN ATTORNEYS LLC David Christian 105 W. Madison St., Suite 1400 Chicago, IL 60602 Telephone: (312) 282-5282 Email: dchristian@dca.law</p>

Allianz Global Risks US Insurance Company	<p>TROUTMAN PEPPER HAMILTON SANDERS LLP David M. Fournier Marcy J. McLaughlin Smith Hercules Plaza 1313 Market Street Suite 5100 P.O. Box 1709 Wilmington, DE 19899-1709 Telephone: (404) 885-3000 Email: david.fournier@troutman.com marcy.smith@troutman.com</p> <p>-and-</p> <p>PARKER, HUDSON, RAINER & DOBBS Harris B. Winsberg 303 Peachtree Street NE Suite 3600 Atlanta, GA 30308 Telephone: (404) 420-4313 Email: hwinsberg@phrd.com</p> <p>-and-</p> <p>McDERMOTT WILL & EMERY LLP Margaret H. Warner Ryan S. Smethurst Alex M. Spisak The McDermott Building 500 North Capitol Street, NW Washington, DC 20001-1531 Telephone: (202) 756-8228 Email: mwarner@mwe.com rsmethurst@mwe.com aspisak@mwe.com</p>
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<p>National Surety Corporation and Interstate Fire & Casualty Company</p>	<p>TROUTMAN PEPPER HAMILTON SANDERS LLP David M. Fournier Marcy J. McLaughlin Smith Hercules Plaza, Suite 5100 1313 Market Street P.O. Box 1709 Wilmington, DE 19899-1709 Telephone: (302) 777-6500 Email: david.fournier@troutman.com marcy.smith@troutman.com</p> <p>-and-</p> <p>PARKER, HUDSON, RAINER & DOBBS Harris B. Winsberg 303 Peachtree Street NE Suite 3600 Atlanta, GA 30308 Telephone: (404) 420-4313 Email: hwinsberg@phrd.com</p> <p>-and-</p> <p>BRADLEY RILEY JACOBS PC Todd C. Jacobs John E. Bucheit Paul J. Esker 500 West Madison Street Suite 1000 Chicago, IL 60661 Telephone: (312) 281-0295 Email: TJacobs@bradleyriley.com jbucheit@bradleyriley.com pesker@bradleyriley.com</p>
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Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Liberty Insurance Underwriters, Inc., and Liberty Surplus Insurance Corporation	SEITZ, VAN OGTROP & GREEN, P.A R. Karl Hill 222 Delaware Avenue Suite 1500 Wilmington, Delaware 19801 Telephone: (302) 888-0600 Email: khill@svglaw.com -and- CHOATE, HALL & STEWART, LLP Douglas R. Gooding Jonathan D. Marshall Two International Place Boston, MA 02110 Telephone: (617) 248-5000 Email: dgooding@choate.com jmarshall@choate.com -and- MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO PC Kim V. Marrkand Laura Bange Stephens One Financial Center Boston, MA 02111 Telephone: (617) 542-6000 Email: kmarrkand@mintz.com lbstephens@mintz.com
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Argonaut Insurance Company and Colony Insurance Company	<p>POST & SCHELL, P.C. Paul Logan 300 Delaware Avenue, Suite 1380 Wilmington, DE 19801 Telephone: (302) 251-8856 Email: plogan@postschell.com</p> <p>-and-</p> <p>POST & SCHELL, P.C. John C. Sullivan Kathleen K. Kerns Four Penn Center – 13th Floor 1600 John F. Kennedy Boulevard Philadelphia, PA 19103 Telephone: (215) 587-1000 Email: jsullivan@postschell.com kkerns@postschell.com</p> <p>-and-</p> <p>IFRAH PLLC George R. Calhoun 1717 Pennsylvania Ave., N.W., Suite 650 Washington, DC 20006 Telephone: (202) 840-8758 Email: george@ifrahlaw.com</p>
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General Star Indemnity Company	SMITH, KATZENSTEIN & JENKINS LLP Kathleen M. Miller 1000 West Street, Suite 501 P.O. Box 410 Wilmington, DE 19899 Telephone: (302) 652-8400 Email: kmiller@skjlaw.com -and- WILEY REIN LLP Mary E. Borja Gary P. Seligman Ashley L. Criss 2050 M Street NW Washington, DC 20036 Telephone: (202) 719-7000 Email: mborja@wiley.law gseligman@wiley.law acriss@wiley.law
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Great American
Assurance Company
f/k/a Agricultural
Insurance Company,
Great American E&S
Insurance Company
f/k/a Agricultural
Excess and Surplus
Insurance Company,
and Great American
E&S Insurance
Company

BODELL BOVÉ, LLC
Bruce W. McCullough
1225 N. King Street, Suite 1000
P.O. Box 397
Wilmington, DE 19899-0397
Telephone: (302) 655-6749
Email: bmccullough@bodellbove.com

-and-

CLYDE & CO US LLP
Bruce D. Celebrezze
150 California Street, 15th Floor
San Francisco, California 94111
Telephone: (415) 365-9800
Email: bruce.celebrezze@clydeco.us

Konrad R. Krebs
340 Mt. Kemble Avenue, Suite 300
Morristown, NJ 07960
Telephone: (973) 210-6700
Email: konrad.krebs@clydeco.us

-and-

DAVID CHRISTIAN ATTORNEYS LLC
David Christian
105 W. Madison Street, Suite 1400
Chicago, IL 60602
Telephone: (312) 282-5282
Email: dchristian@dca.law

<p>Arch Insurance Company</p>	<p>SMITH, KATZENSTEIN & JENKINS LLP Kathleen M. Miller 1000 North West Street, Suite 1501 P.O. Box 410 Wilmington, DE 19899 (courier 19801) Telephone: (302) 652-8400 Email: kmiller@skjlaw.com</p> <p>-and-</p> <p>HANGLEY ARONCHICK SEGAL PUDLIN & SCHILLER Ronald P. Schiller Matthew A. Hamermesh Sharon F. McKee Elizabeth C. Dolce One Logan Square, 27th Floor Philadelphia, PA 19103 Telephone: (215) 568-6200 Email: rschiller@hangleyley.com mhamermesh@hangleyley.com smckee@hangleyley.com edolce@hangleyley.com</p>
<p>Indian Harbor Insurance Company, on behalf of itself and as successor in interest to Catlin Specialty Insurance Company</p>	<p>SMITH, KATZENSTEIN & JENKINS LLP Kathleen M. Miller 1000 West Street, Suite 1501 P.O. Box 410 Wilmington, DE 19899 [Courier 19801] Telephone: (302) 652-8400 Email: kmiller@skjlaw.com</p> <p>-and-</p> <p>MOUND COTTON WOLLAN & GREENGRASS LLP Lloyd A. Gura Pamela J. Minetto One New York Plaza 44th Floor New York, NY 10004 Telephone: (212) 804-4282 Email: lgura@moundcotton.com pminetto@moundcotton.com</p>

Travelers Casualty and Surety Company, Inc. (f/k/a Aetna Casualty & Surety Company), St. Paul Surplus Lines Insurance Company and Gulf Insurance Company	REGER RIZZO & DARNALL LLP Louis J. Rizzo, Jr. 1521 Concord Pike, Suite 305 Brandywine Plaza West Wilmington, Delaware 19803 Telephone: (302) 477-7100 Email: lrizzo@regerlaw.com
Munich Reinsurance America, Inc., formerly known as American Re-Insurance Company	DILWORTH PAXSON LLP Thaddeus J. Weaver 704 King Street, Suite 500 P.O. Box 1031 Wilmington, DE 19899-1031 Telephone: (302) 571-8867 Email: tweaver@dilworthlaw.com -and- DILWORTH PAXSON LLP William E. McGrath, Jr. 2 Research Way, Suite 103 Princeton, NJ 08540 Telephone: (609) 924-6000 Email: wmcgrath@dilworthlaw.com

<p>Arrowood Indemnity Company</p>	<p>JOYCE, LLC Michael J. Joyce 1225 King Street, Suite 800 Wilmington, DE 19801 Telephone: (302) 388-1944 mjoyce@mjlawoffices.com</p> <p>-and-</p> <p>COUGHLIN MIDLIGE & GARLAND, LLP Kevin Coughlin Lorraine Armenti Michael Hrinewski 350 Mount Kemble Ave., PO Box 1917 Morristown, NJ 07962 Telephone: (973) 267-0058 Email: larmenti@cmg.law mhrinewski@cmg.law</p> <p>-and-</p> <p>CARRUTHERS & ROTH, P.A. Britton C. Lewis 235 N. Edgeworth St., P.O. Box 540 Greensboro, NC 27401 Telephone: (336) 478-1146 Email: bcl@crlaw.com</p>
<p>Traders and Pacific Insurance Company, Endurance American Specialty Insurance Company, and Endurance American Insurance Company</p>	<p>COZEN O'CONNOR Marla S. Benedek 1201 N. Market Street, Suite 1001 Wilmington, DE 19801 Telephone: (302) 295-2024 Email: mbenedek@cozen.com</p>

Gemini Insurance Company	<p>WERB & SULLIVAN Brian A. Sullivan LEGAL ARTS BUILDING 1225 N. King Street Suite 600 Wilmington, Delaware 19801 Telephone: (302) 652-1100 Email: bsullivan@werbsullivan.com</p> <p>-and-</p> <p>GIEGER LABORDE & LAPEROUOSE, LLC John E.W. Baay II 701 Poydras Street Suite 4800 New Orleans, LA 70139 Telephone: (504) 561-0400 Email: jbaay@glllaw.com</p> <p>-and-</p> <p>KIERNAN TREBACH LLP William H. White Jr. 1233 20th Street, NW 8th Floor Washington, DC 20036 Telephone: (202) 712-7000 Email: wwwhite@kiernantrebach.com</p>
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<p>Old Republic Insurance Company</p>	<p>MORRIS JAMES LLP Stephen M. Miller Carl N. Kunz, III Sarah M. Ennis 500 Delaware Avenue, Suite 1500 Wilmington, Delaware 19801 Telephone: (302) 888-6800 Email: smiller@morrisjames.com ckunz@morrisjames.com sennis@morrisjames.com</p> <p>-and-</p> <p>FOX SWIBEL LEVIN & CARROLL LLP Margaret M. Anderson Ryan T. Schultz Adam A. Hachikian Kenneth M. Thomas 200 W. Madison Street, Suite 3000 Chicago, Illinois 60606 Telephone: (312) 224-1200 Email: panderson@foxswibel.com rschultz@foxswibel.com ahachikian@foxswibel.com kthomas@foxswibel.com</p>
<p>Markel Service, Incorporated, Claim Service Manager for Alterra Excess & Surplus and Evanston Insurance Company</p>	<p>GREENBERG TRAUIG, LLP Dennis A. Meloro 1007 North Orange Street, Suite 1200 Wilmington, Delaware 19801 Telephone: (302) 661-7395 Email: melorod@gtlaw.com</p> <p>-and-</p> <p>BROWNSTEIN HYATT FARBER SCHRECK, LLP Michael J. Pankow 410 17th Street, Suite 2200 Denver, Colorado 80202 Telephone: (303) 223-1100 Email: mpankow@bhfs.com</p>

<p>Girl Scouts of the United States of America</p>	<p>DORSEY & WHITNEY (DELAWARE) LLP Eric Lopez Schnabel Alessandra Glorioso 300 Delaware Avenue, Suite 1010 Wilmington, Delaware 19801 Telephone: (302) 425-7171 Email: schnabel.eric@dorsey.com glorioso.alessandra@dorsey.com</p> <p>-and-</p> <p>DORSEY & WHITNEY LLP Bruce R. Ewing Eric Lopez Schnabel 51 West 52nd Street New York, New York 10019 Telephone: (212) 415-9200 Email: ewing.bruce@dorsey.com schnabel.eric@dorsey.com</p>
<p>Eric Pai, Administrator of the Estate of Jarred Pai, a minor</p>	<p>SULLIVAN HAZELTINE ALLINSON LLC William D. Sullivan William A. Hazeltine 919 North Market Street, Suite 420 Wilmington, DE 19801 Telephone: (302) 428-8191 Email: bsullivan@sha-llc.com whazeltine@sha-llc.com</p>

The County of Denton, Texas, The County of Williamson, Texas, The County of Anderson, Texas, The County of Henderson, Texas, Midland Central Appraisal District, Texas, The County of Milam, Texas, Terry County Appraisal District, Texas ("Texas Taxing Authorities")	McCREARY, VESELKA, BRAGG & ALLEN, P.C. Tara LeDay P. O. Box 1269 Round Rock, TX 78680-1269 Telephone: (512) 323-3200 Email: tleday@mvmvalaw.com
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Oracle America, Inc.	<p>MARGOLIS EDELSTEIN James E. Huggett 300 Delaware Avenue, Suite 800 Wilmington, Delaware 19801 Telephone: (302) 888-1112 Email: jhuggett@margolisedelstein.com</p> <p>-and-</p> <p>DOSHI LEGAL GROUP, P.C. Amish R. Doshi 1979 Marcus Avenue, Suite 210E Lake Success, NY 11042 Telephone: (516) 622-2335 Email: amish@doshilegal.com</p> <p>-and-</p> <p>BUCHALTER, A PROFESSIONAL CORPORATION Shawn M. Christianson 425 Market St., Suite 2900 San Francisco, CA 94105 Tel: (415) 227-0900</p> <p>-and-</p> <p>ORACLE AMERICA, INC. Peggy Bruggman Alice Miller 500 Oracle Parkway Redwood City, California 94065 Telephone: (650) 506-5200</p>
Everest National Insurance Company	<p>CARLTON FIELDS, P.A. Nader A. Amer 2 MiamiCentral 700 NW 1st Avenue, Suite 1200 Miami, Florida 33136-4118 Telephone: (305) 539-7205 Email: namer@carltonfields.com</p>

AT&T Corp.	<p>MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP David P. Primack 300 Delaware Avenue, Suite 1014 Wilmington, Delaware 19801 Telephone: (302) 300-4515 Email: dprimack@mdmc-law.com</p> <p>-and-</p> <p>ARNOLD & PORTER KAYE SCHOLER LLP Brian J. Lohan 70 West Madison Street Chicago, Illinois 60602 Telephone: (312) 583-2300 Email: brian.lohan@arnoldporter.com</p>
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<p>Norwich Roman Catholic Diocesan Corporation</p>	<p>GELLERT SCALI BUSENKELL & BROWN LLC Charles J. Brown, III 1201 N. Orange Street, 3rd Floor Wilmington, DE 19801 Telephone: (302) 425-5813 Email: cbrown@gsbblaw.com</p> <p>-and-</p> <p>ICE MILLER LLP Louis T. DeLucia Alyson M. Fiedler 1500 Broadway, Suite 2900 New York, New York 10036 Telephone: (212) 835-6312 Email: Louis.DeLucia@icemiller.com Alyson.Fiedler@icemiller.com</p>
<p>Archdiocese of New York Parishes and Related Entities</p>	<p>ARCHER & GREINER, P.C. Alan M. Root 300 Delaware Avenue, Ste. 1100 Wilmington, DE 19801 Telephone: (302) 356-6623 Email: aroot@archerlaw.com</p> <p>-and-</p> <p>ARCHER & GREINER, P.C. Gerard DiConza 1211 Avenue of the Americas New York, NY 10036 Telephone: (212) 682-4940 Email: gdiconza@archerlaw.com</p>

LSR Claimants	<p>KLEIN LLC Julia B. Klein 225 West 14th Street, Suite 100 Wilmington, Delaware 19801 Telephone: (302) 438-0456 Email: klein@kleinllc.com</p> <p>-and-</p> <p>LINDER, SATTler & ROGwOSKY, LLP Erica B. Sattler 270 North Ave. Suite 202 New Rochelle, New York 10801 Telephone: (914) 915-8566 Email: lsrlawny@gmail.com</p>
Zuckerman Claimants	<p>ZUCKERMAN SPAEDER LLP Carl S. Kravitz Andrew N. Goldfarb Nicholas M. DiCarlo 1800 M Street, NW, Suite 1800 Washington, DC 20036 Telephone: (202) 778-1800 Email: ckravitz@zuckerman.com agoldfarb@zuckerman.com ndicarlo@zuckerman.com</p>
Zuckerman Spaeder LLP	<p>LANDIS RATH & COBB LLP Adam G. Landis Matthew B. McGuire 919 Market Street, Suite 1800 P.O. Box 2087 Wilmington, DE 19899 Telephone: (302) 467-4410 Email: landis@lrclaw.com mcguire@lrclaw.com</p>
Parker Waichman LLP, on behalf of its Rejecting PW Abuse Survivor Clients	<p>BURR & FORMAN LLP J. Cory Falgowski 1201 N. Market Street, Suite 1407 Wilmington, Delaware 19801 Telephone: (302) 830-2312 Email: jfalgowski@burr.com</p> <p>-and-</p>

	PARKER WAICHMAN LLP Melanie H. Muhlstock 6 Harbor Park Drive Port Washington, NY 11050 Telephone: (516) 466-6500 Email: mmuhlstock@yourlawyer.com
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William L. McCalister, Jr.	GELLERT SCALI BUSENKELL & BROWN LLC Ronald S. Gellert 1201 North Orange Street, 3rd Floor Wilmington, DE 19801 Telephone: (302) 425-5806 Email: rgellert@gsbbblaw.com -and- GUNN, LEE & CAVE, P.C. Ted D. Lee 8023 Vantage Drive, Suite 1500 San Antonio, TX 78230 Telephone: (210) 886-9500 Email: tlee@gunn-lee.com
I. G.	GELLERT SCALI BUSENKELL & BROWN LLC Ronald S. Gellert 1201 North Orange Street, 3rd Floor Wilmington, DE 19801 Telephone: (302) 425-5806 Email: rgellert@gsbbblaw.com
Jane Doe	CHIPMAN BROWN CICERO & COLE, LLP Mark L. Desgrosseilliers Hercules Plaza 1313 North Market Street, Suite 5400 Wilmington, Delaware 19801 Telephone: (302) 295-0191 Email: desgross@chipmanbrown.com -and- ROBINSON MAHONEY PLLC Cindy L. Robinson Doug Mahoney 1210 Post Road Fairfield, Connecticut 06824 Telephone: (203) 692-2186 Email: crobinson@robinsonmahoney.com dmahoney@robinsonmahoney.com
Brown & Bigelow, Inc.	(Pro Se) Brown & Bigelow, Inc. 1400 Corporate Center Curve, Suite100 Eagan, Minnesota 55121

United States Trustee	ANDREW R. VARA, UNITED STATES TRUSTEE FOR REGIONS 3 AND 9 Timothy J. Fox, Jr. Trial Attorney Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801 Telephone: (302) 573-6491 Email: Timothy.Fox@usdoj.gov
*Additional interested parties include pro se individuals filing documents at D.I. 7663-7664 (W.D.), 7920-7921 (B.C.), 8374-8375 (D.W.), 8657-8658 (M.C.), 8734-8735 (G.M.), 8762 and 8764 (F.S.), 8972-8973 (G.M.), 9007-9008 (L.W.), 9291-9292 (D.W.), and 9516 and 9518 (Claimant 39), from which names and addresses have been redacted. Names and addresses are available to the Debtors and their Claims and Noticing Agent, Omni Agent Solutions.	

Part 4: Optional election to have appeal heard by District Court:

N/A

Part 5: Sign Below:

Dated: September 22, 2022.

Respectfully submitted,

/s/ Christopher D. Loizides
Christopher D. Loizides (No. 3968)
LOIZIDES, P.A.
1225 North King Street, Suite 800
Wilmington, DE 19801
Phone: 302.654.0248
Email: Loizides@loizides.com

and

LUJAN & WOLFF LLP

/s/ Delia Lujan Wolff
Delia Lujan Wolff
Suite 300, DNA Bldg.
238 Archbishop Flores St.
Hagatna, Guam 96910
Phone: (671) 477-8064/5
Facsimile: (671) 477-5297
Email: dslwolff@lawguam.com

Attorneys for Lujan Claimants

APPENDIX A

The foregoing Notice of Appeal was filed by the following creditors who each filed a Sexual Abuse Survivor Proof of Claim and are represented by Lujan & Wolff LLP. The numbers below are the claim numbers for each creditor's Sexual Abuse Survivor Proof of Claim, including amendments thereto.

248	2991	6824	25063	79403
1551	3051	7976	25069	79769
1670	3120	7977	33028	80328
1677	3385	8037	35352	80655
1746	3610	8038	35354	80982
1757	3612	10548	38591	87715
1765	3614	11250	40889	87757
1913	3616	11251	40890	96418
1953	4855	14187	45700	96419
2003	4857	15104	45702	103377
2010	4859	15139	48168	103378
2011	5646	17480	58317	4858
2394	5646	18860	58370	4860
2403	5648	18873	67267	
2433	5655	22872	67286	
2597	6432	22873	67293	
2840	6434	22874	73585	
2885	6823	23388	73607	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: Chapter 11
Case No. 20-10343 (LSS)
BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,
Courtroom No. 2
824 North Market Street
Wilmington, Delaware 19801
Debtors. September 1, 2022
11:00 A.M.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: Derek Abbott, Esquire
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street, 16th Floor
Wilmington, Delaware 19899

Jessica Lauria, Esquire
Glenn Kurtz, Esquire
WHITE & CASE LLP
1221 Avenue of the Americas
New York, New York 10020

Audio Operator: Brandon J. McCarthy

Transcription Company: Reliable
1007 N. Orange Street
Wilmington, Delaware 19801
(302) 654-8080
Email: gmatthews@reliable-co.com

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1 order as opposed to whatever motion they're going to file to
2 seek approval?

3 MS. BACCASH: This is just saying that we are
4 agreeing that they can file a motion and that the fees will be
5 not -- cannot exceed \$1.5 million that we would have to pay
6 over. This is part of the termsheet that we entered into with
7 them, part of the consensual deal that we had with them where
8 they got rid of their objections.

9 THE COURT: Okay.

10 MS. BACCASH: It is subject to a motion, obviously,
11 made clear here in the first part of it.

12 THE COURT: I don't think it's necessary, but as
13 long as it's clear that I'm not approving anything.

14 MS. BACCASH: Yes.

15 MS. LUJAN-WOLFF: Your Honor, if I may, this is
16 Delia Lujan Wolff.

17 THE COURT: You're camera is not on, Ms. Wolff.
18 Thank you.

19 MS. LUJAN-WOLFF: I'm sorry. I just want to raise
20 this just so it's not construed as waived. So this issue with
21 the Roman Catholic Ad Hoc Committee, the termsheet that they
22 entered filed March 18th. I mean the way that I read the
23 opinion this was not -- that was not a part of the Court's
24 opinion and so as part of our objection, Your Honor, and I
25 just wanted to note that this process of invoking Rule 7502

1 and 52 to approve something that goes beyond what the Court
2 had actually ordered, clarifying what the Court had actually
3 ordered or correcting what the Court ordered is improper
4 procedurally.

5 So I just wanted to note that, Your Honor. I can
6 save that argument for later, but the way that I read the
7 opinion the Court did not actually approve the agreement
8 between the debtors and the Roman Catholic Ad Hoc Committee
9 to, basically, increase the number of entities, non-debtors,
10 that would receive non-consensual releases under the plan.

11 So I just wanted to note that. Thank you.

12 THE COURT: Okay. Thank you.

13 Paragraph 10, rejection damages claims. You need
14 to bring any objection to late filed claims as an objection to
15 late filed claims. I don't do that in confirmation orders.

16 The next comment I have is on Paragraph 19. Does
17 anybody have anything prior that?

18 (No verbal response)

19 THE COURT: I'm sorry, its Paragraph 18 now, the
20 last sentence "The settlement trustee may request an expedited
21 determination of taxes under 505(b)." I am not pre-blessing
22 her ability to use 505(b). I just ruled in GUE that a
23 liquidating trustee in a confirmed Chapter 11 plan could not
24 use 505(b). So she can argue it again and convince me I'm
25 wrong, but I am not pre-blessing that.

1 we are off to, you know, creating more problems then going
2 forward.

3 THE COURT: Okay. Well, here's what we'll do.
4 I'll keep it in because nobody objected to it and -- but I
5 certainly think that somebody could challenge that provision
6 because, again, I can't confer jurisdiction on myself that I
7 don't have. So I have jurisdiction; if I can confer on myself
8 exclusive jurisdiction, I can do that, but I don't know if I
9 can do it or not. But I'll keep it in and we'll have another
10 interesting jurisdictional argument someday.

11 MS. LUJAN WOLFF: Your Honor, if I may?

12 THE COURT: Ms. Lujan?

13 MS. LUJAN WOLFF: I'm sorry. I'll wait for Mr.
14 Schiavoni to finish.

15 THE COURT: Ms. Lujan.

16 MS. LUJAN WOLFF: Oh, thank you. Yes, Your Honor.
17 As Your Honor knows, my clients are -- many of them are
18 creditors in the Archbishop of Agana bankruptcy case and Your
19 Honor did state in her opinion that it is the bankruptcy court
20 in Guam that has authority over the church's interest in
21 insurance policies, and to the extent that the -- and I
22 believe that the -- then what follows is that the Court has
23 jurisdiction, continues to have jurisdiction over the church's
24 interest in those policies. So I think that, to the extent
25 that this provision, paragraph 74, conflicts with the opinion,

1 I do object to that, Your Honor, and I do think that -- I do
2 think that it's more prudent to delete "exclusive" and perhaps
3 just keep the jurisdiction, Your Honor, because, as Your Honor
4 stated, other courts do interpret bankruptcy orders, including
5 the Fuller Austin court, which was, I believe, a California
6 State Court decision.

7 And so it's -- anyway, we do object to that, Your
8 Honor. Thank you.

9 MR. SCHIAVONI: Your Honor, I would submit that
10 there's a significant difference between interpreting these
11 injunctions and the free-and-clear. I think Your Honor was
12 very clear in her decision about the free-and-clear, that the
13 court in Agana would have the ability to deal with that issue.
14 But this issue about how the injunctions apply, if you cede --
15 if you cede that to Guam to decide those issues, to decide,
16 basically, how to apply your injunctions -- which, to be
17 clear, the District Court in Guam, the judge did make
18 statements along the lines that he wanted to honor your
19 decisions, so perhaps there isn't a risk of that occur -- I
20 don't have that transcript to hand to you, but we will -- but
21 to cede core parts of your jurisdiction over essential
22 elements of the plan to Guam or another court, you know, it
23 sets us on a collision course on how to deal with this going
24 forward.

25 THE COURT: Well, I'm not ceding my jurisdiction to

1 anybody, and I'm sure that the Guam court said they would
2 honor my decision, as I'm not going to step on the Guam
3 court's jurisdiction.

4 So -- and I don't think that, even with that word
5 in there, it could possibly mean that the Guam court cannot
6 decide the issues that are in front of the Guam court. He
7 didn't have to come to me to ask me what I meant by something.
8 And I don't think that my retaining exclusive jurisdiction
9 could possibly dictate that I could decide something that's
10 happening in the Guam court, I just couldn't.

11 So I'll keep it in there because -- and, Ms. Lujan,
12 feel free to get the transcript -- there's no way that this --
13 that the Guam court can't decide whatever issues are happening
14 in front of the Guam court.

15 MR. SCHIAVONI: Thank you, Your Honor.

16 THE COURT: Thank you.

17 Okay, we've done the flip through the order. Let
18 me ask this: is there any insurance issue that we have not
19 addressed through the order?

20 MR. GOODING: Your Honor, Douglas Gooding. There
21 is one issue relating -- two issues relating to indirect abuse
22 claims.

23 THE COURT: Come to the podium, please, Mr.
24 Gooding.

25 MR. GOODING: Good afternoon, Your Honor --

1 MR. ABBOTT: Thank you, Your Honor.

2 THE COURT: Thank you. And I'll hand this back,
3 please. Thank you.

4 Okay, so that brings us to Ms. Wolff -- or Ms.
5 Lujan. And I keep calling you different things and I
6 apologize.

7 MS. LUJAN WOLFF: They're all good, Your Honor.

8 Your Honor, I just want to go briefly. The debtors
9 are, again, they're trying to really get confirmed a plan that
10 is not what creditors voted on.

11 Throughout the Court's opinion, the Court referred
12 to the plan as Document 8813, and that was the plan filed
13 February 15. And so, under the authority that the debtors are
14 citing is Bankruptcy Rule 7052, Federal Rule of Civil
15 Procedure 52, and the purpose of those rules is to correct the
16 Court's findings of fact and legal conclusions where there's
17 clear error, manifest injustice, or newly-discovered evidence.

18 For instance, just as an example, Your Honor, it
19 would be proper under those rules to ask Your Honor to reverse
20 her conclusion -- her findings and conclusions regarding
21 substantial contributions by chartered organizations for the
22 reason that there was no liquidation analysis as to any
23 chartered organization's assets or -- and so there is
24 insufficient evidence to support the nonconsensual release of
25 those entities. That is a proper use of Rule 7052 and Rule

1 52.

2 What they're trying to do here is, primarily, to
3 ask the Court to confirm a different plan. Yes, in some ways,
4 the plan that they're asking to confirm conforms to the
5 Court's opinion that there are other ways that the plan is
6 materially different. And I did cite the TCJC settlement, the
7 \$250 million now being thrown out.

8 In addition, Your Honor, the supplemental findings
9 that they're asking Your Honor to order, they include the --
10 adopting the Roman Catholic Ad Hoc Committee term sheet filed
11 March 18, 2022, which was not, based on my recollection and my
12 review again of the opinion, addressed in the opinion. And
13 that's important because, Your Honor, this term sheet and this
14 -- the finding, I believe it's paragraph -- it's the
15 supplemental paragraph -- well, it's (q), (q)(1) and (2) of
16 the supplemental findings -- basically, what it states there,
17 Your Honor, is that participating -- the definition of
18 "participating chartered organizations" is now expanded as a
19 result of (q)(1) and (2).

20 And a participating chartered organization, it was
21 defined in Document 8813, the plan that the Court ruled on,
22 and it also continues to be defined in the current version of
23 the plan filed August 29th. And the way that it's defined,
24 Your Honor, is as each and every civic, faith-based,
25 educational, or business organization, governmental entity or

1 organization, other entity or organization, or group of
2 individual citizens, in each case presently or formerly
3 authorized by the BSA to operate, sponsor, or otherwise
4 support one or more Scouting units.

5 And so for a chartered organization to get the
6 benefit of a participating chartered organization release and
7 channeling injunction, they need to be one of those persons or
8 entities authorized by the BSA to operate, sponsor, or
9 otherwise support Scouting units.

10 And the Roman Catholic entities, under (q)(1), is
11 now -- well, (q)(2) says that Roman Catholic entities are
12 being treated as participating chartered organizations, and
13 Roman Catholic entities has a broader definition than the
14 definition of a contributing chartered organization. And
15 that's the point, Your Honor, of this -- of (q)(2), it's to
16 broaden the definition of a participating chartered
17 organization, but that these entities that do not fit, you
18 know, otherwise. And now under a Roman Catholic entities, the
19 definition there, it's pretty broad, Your Honor, and it
20 doesn't require authorization -- it doesn't -- the point of it
21 is to expand the universe of Roman Catholic entities and
22 persons who can benefit from the participating chartered
23 organization release and injunction.

24 And so it does adversely -- it does materially and
25 adversely affect survivors who -- it does affect their

1 treatment, it does affect -- it would affect their vote
2 because now we have this unknown -- this unknown number of
3 Roman Catholic entities and persons who now get to benefit
4 from this participating chartered organization release and
5 injunction.

6 When Your Honor looked at the substantial
7 contribution of participating chartered organizations, her
8 focus was -- did not include this -- your analysis did not
9 include this expansion of the participating chartered
10 organization term. And so that is a material change under the
11 plan that they're asking the Court, improperly and not in
12 compliance with the Bankruptcy Rules, to confirm.

13 Another plan modification that we believe is
14 material and that adversely affects survivors is now the plan,
15 this new version of the plan provides that the settlement
16 trustee shall propose unknown procedures to ferret out
17 fraudulent claims. And then it also notes that people who
18 file fraudulent claims and their lawyers can be subject to
19 civil and criminal penalties. This is language that was not
20 previously in the plan. And survivors have a right to have
21 disclosure of what are these fraudulent procedures that can
22 subject people to civil and criminal penalties.

23 I liken this, Your Honor, to the Court's concern
24 that she would not approve a plan that did not disclose the
25 trust distribution procedures because the Court was concerned

1 that survivors need to know how their claims would be
2 evaluated. And so this new addition of proposed fraudulent
3 procedures that will be proposed at a later time just goes
4 against that and it's additional procedures to evaluate claims
5 that are not disclosed --

6 THE COURT: Ms. Wolff --

7 MS. LUJAN WOLFF: -- and which --

8 THE COURT: -- how does that --

9 MS. LUJAN WOLFF: Yes, Your Honor.

10 THE COURT: -- how does that hurt a survivor that
11 somebody who's filing a fraudulent claim gets kicked out of
12 the pool? Doesn't that benefit, isn't that a benefit to all
13 of your claimants who believe they have valid claims?

14 MS. LUJAN WOLFF: Yes, Your Honor, I under -- yes,
15 yes. And it's trust distribution procedures that were
16 originally -- the valuation factors that were previously a
17 part of the TDP, they do the same thing. The survivors were
18 already, you know, told that they would have their claims
19 allowed or disallowed based on the certain evaluation factors
20 that are a part of the claims allowance process, but this in
21 addition.

22 And so we were told those factors -- what are these
23 fraudulent procedure, you know, evaluation factors that could
24 potentially subject people to criminal and civil penalties?
25 And so that is an additional unknown that should be disclosed

1 and, to the extent that it affects people who elected to
2 receive the expedited distribution, that would also -- to the
3 extent that that affects it, that also adversely affects not
4 just people who were told that, basically, there was -- if you
5 choose an expedited distribution, it's basically a no-
6 questions-asked as long as you give your name and fill out a
7 form substantially, the proof of claim substantially.

8 And now, if they're subjected to a higher level of
9 review, maybe they wouldn't have chosen only \$3500 if they're
10 subjected to greater scrutiny. Maybe they -- and that's done,
11 people have already -- thousands of people have already
12 elected that expedited distribution and, to the extent that
13 those fraudulent procedures will now be applied to them,
14 that's -- a person probably wouldn't have chosen the expedited
15 distribution had they known that they would have to be
16 involved in a more thorough, invasive review, and they would
17 go for a higher award than the 3500.

18 And so, Your Honor, we believe that the plan is
19 materially different and it does adversely affect survivors of
20 abuse, and so the proper course is to -- is to at least, Your
21 Honor, give us 28 days to respond to this new plan, which, as
22 Your Honor noted earlier, is -- has gone through different
23 versions and is most -- you know, most recently in a version
24 filed August 29, just two days -- two, three days ago.

25 So, Your Honor, also we objected to the motion on

1 the grounds that not all -- and I know Your Honor stated
2 earlier that all objections are resolved, but we believe that
3 these are objections that should be addressed and resolved,
4 and those include the objections relating to releases and
5 injunctions protecting non-settling insurers.

6 In Your Honor's opinion, Your Honor did a review of
7 the different entities that would benefit from those third
8 party releases and channeling injunctions and not included in
9 that list was the non-settling insurers, and the reason why is
10 because they're contributing zero, they're contributing zilch.
11 And so they're not entitled to a release or an injunction so
12 that people cannot access non-settling insurance proceeds or
13 file claims against them because --

14 THE COURT: Am I correct that your clients can sue
15 the non-settling insurers?

16 MS. LUJAN WOLFF: That is our argument, yes, Your
17 Honor, that's part of our objection is that we should be able
18 to directly sue. The way that this plan is written, there's
19 no exception for direct action claimants as to the insurance
20 entity injunction. It doesn't exclude that and say that we
21 now can -- we can sue them. It allows every claim against BSA
22 insurance policies to the trust.

23 THE COURT: Okay, maybe I'm misremembering, but I
24 thought you were successful in your arguments. I thought I
25 ruled in favor of you on -- that you have claims against opt-

1 out chartered and -- well, I guess you're free to sue the opt-
2 out chartered. And I'll have to take a look at this, but to
3 the extent I didn't rule on it -- well, I think I ruled on all
4 those objections.

5 And where is -- I guess I can look at the section I
6 ruled for you, but I thought you were pretty successful.

7 MS. LUJAN WOLFF: And, Your Honor, I hope that
8 that's the interpretation, but -- or I hope that that's the
9 outcome, but it's not reflected in the plan, which would allow
10 Lujan claimants to directly sue even BSA insurers, it's not --
11 the plan has not been modified --

12 THE COURT: It's not the BSA insurers, I think
13 that's different, but -- and, at the very least, the claims
14 against non-settling insurers, aren't they -- there's a
15 preliminary injunction in place, but then after that you can
16 sue them. Am I right on that? So it's just a temporal
17 limitation.

18 MS. LUJAN WOLFF: And, Your Honor, the temporal
19 limitation -- if I could just get clarification -- is as to
20 BSA and local council non-settling insurers?

21 THE COURT: It's whatever it said.

22 MS. QUINN: Yeah, that's -- that is -- there is --
23 the insurance entity injunction applies with respect to --

24 THE COURT: To the non-settling.

25 MS. QUINN: Yes.

1 THE COURT: Yes, but that's temporal in nature.

2 Okay.

3 MS. LUJAN WOLFF: And, Your Honor, if that's the
4 Court's ruling is that that is only temporal, then once the
5 preliminary injunction is expired that we can sue the non-
6 settling insurers of BSA policies and local council policies,
7 then, you know, we thank Your Honor and withdraw that portion
8 --

9 THE COURT: Well, I'm not changing anything. The
10 ruling is what the ruling is and the plan is what the plan is,
11 but I'm not -- I think the creditors of opt-out chartered
12 organizations have a lot more rights to sue various parties
13 and, with respect to the extension of -- well, I guess it's
14 the -- I don't want to get the terms wrong now -- I'm saying
15 too much.

16 I think it's in the plan and I think I've ruled on
17 those issues, so let's just stick with that.

18 MS. LUJAN WOLFF: And, Your Honor, there are other
19 objections that were raised, including the 1976 and '77
20 Hartford policies, whether they're a part of the bankruptcy
21 estate, as the debtors acknowledge that they released their
22 right to coverage for sexual abuse claims for those policies.
23 And, Your Honor, I'm not going to go through all --

24 THE COURT: That objection is overruled. I realize
25 I didn't rule on that, but that's overruled. And I recall the

1 testimony is that those policies themselves cover other
2 things; they're still property of the estate, they're being
3 sold back. But you're right --

4 MS. LUJAN WOLFF: And, Your Honor --

5 THE COURT: -- I think I failed to rule on that.

6 MS. LUJAN WOLFF: And, Your Honor, I don't know if
7 you want me to go through the other objections that were not
8 addressed at this time.

9 THE COURT: No. I mean, the other objection about
10 future claimants, I don't see how you have standing to raise
11 that, and I'm just looking in your objection.

12 MS. LUJAN WOLFF: Yeah, the other one noted in the
13 objection, Your Honor, was our objection as to the unequal,
14 unfair treatment of survivors who are all sharing in the same
15 pot of money and, yet, some are losing their -- they're losing
16 their post-1975 chartered organization claims while others who
17 were first abused before 1976 get to retain their claims
18 against chartered organizations.

19 And so what we have here is people who are sharing
20 out of the same pot of money and being treated differently,
21 some are getting to keep their rights while others are losing
22 them, and the plan doesn't even account for that.

23 THE COURT: Okay. Thank you. I don't recall that
24 specifically being raised at the time, but I think I addressed
25 unequal treatment in the opinion and it would apply to this as

1 well. So I feel like I have ruled on that and it's overruled
2 --

3 MS. LUJAN WOLFF: I have nothing further.

4 THE COURT: -- the same logic would apply.

5 MS. LUJAN WOLFF: Thank you. I have nothing
6 further. Thank you, Your Honor.

7 THE COURT: Thank you very much.

8 Let me hear about this -- the Roman Catholic issue,
9 let me hear about that.

10 MR. GORSICH: Good afternoon, Your Honor, Ron
11 Gorsich on behalf of the debtor.

12 THE COURT: Thank you.

13 MR. GORSICH: The Roman Catholic entry was part of
14 the term sheet with the Roman Catholic as part of the
15 settlement. Your Honor addressed it on page 72 of your
16 opinion, in which you considered the insertion that was going
17 to be put into the confirmation order and said it's not a 9019
18 settlement agreement, but it certainly is something that will
19 become part of the consideration. It was filed on March 18th,
20 Docket Number 9390, and it was announced at the hearing. The
21 text was in that filing and the text provided that it would be
22 included in the confirmation order.

23 So I think this was briefed, discussed, and you
24 considered it and ruled on it. There's nothing new here.

25 THE COURT: Okay. Thank you.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: Chapter 11
Case No. 20-10343 (LSS)
BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC, (Jointly Administered)
Debtors. Courtroom No. 2
824 Market Street
Wilmington, Delaware 19801
Wednesday, September 7, 2022
10:00 a.m.

TRANSCRIPT OF STATUS CONFERENCE HEARING
BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN
CHIEF UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors: Derek C. Abbott, Esquire
MORRIS, NICHOLS, ARSHT & TUNNELL, LLP
1201 North Market Street
16th Floor
Wilmington, Delaware 19899

Jessica Lauria, Esquire
Glenn Kurtz, Esquire
WHITE & CASE, LLP
1221 Avenue of the Americas
New York, New York 10020

Audio Operator: Brandon J. McCarthy, ECRO

Transcription Company: Reliable
The Nemours Building
1007 N. Orange Street, Suite 110
Wilmington, Delaware 19801
Telephone: (302) 654-8080
Email: gmatthews@reliable-co.com

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1 MS. LUJAN WOLFF: Hello, Your Honor. This is Delia
2 Lujan Wolff representing Lujan Claimants. I am from Lujan &
3 Wolff LLP in Guam.

4 Your Honor, I just want to say I disagree with
5 quite a lot of what Mr. Kurtz said. And I apologize, I'm --
6 you know, I'm appearing on my cell phone because I am having
7 work internet issues. So please let me know if you're having
8 difficulty hearing me.

9 It's incorrect that I declined to participate in
10 mediation. I was invited to participate in mediation and I
11 attended, waited in a waiting for a couple of hours, and then
12 was not engaged. So it was about 3 a.m. in the morning when
13 I signed off. So during that period, I guess while I was
14 asleep, the debtors reached out through the mediator. So
15 this was a mediation with Tim Gallagher.

16 Later in the morning I did engage by email with the
17 debtors and Mr. Gallagher. So I thought that those
18 communications were privileged because they were through Mr.
19 Gallagher. But anyway, Your Honor, despite that I do want to
20 say that it's not true.

21 Just going back, Your Honor, I did try again to get
22 onto the mediation and I did wait to be let into the -- to be
23 let in, but I was not. So it's incorrect that I failed to
24 participate or declined to participate. I did try and was
25 unable to. They reached out thereafter, but I just was not

1 able, at that point, to continue because I had meetings with
2 over 10 clients scheduled for that time.

3 I did indicate prior to that, Your Honor, the
4 objection that I had to this provision. That did include
5 joining in the objections that were raised by Mr. Caldie
6 representing the Guam committee. So they were aware of that.

7 Your Honor, the way that I see Paragraph (M) it
8 makes it clear that this is a modification of insurance,
9 settling insurer agreements and the primary objection, Your
10 Honor, was as to Subparagraph (1) which was originally
11 Subparagraph (a). Now it's Subparagraph (1). The objection
12 there, that I see, is that this is -- well, first of all,
13 this is the modification of insurance settlement agreement
14 that the Court signaled its approval of previously.

15 So this is, I guess, asking the Court to bless a
16 modification that is not a part of the Court's opinion. So,
17 on that grounds this is procedurally improper in my view.
18 But, again, it's to modify the settling insurer agreements to
19 include new terms, to include new conditions to a waiver.
20 That is a waiver of a free and clear cell of the abuse
21 insurance policies.

22 Those conditions were not in the settling insurer
23 agreements even though the settling insurer agreements
24 contemplated the debtor chartered organizations opting out
25 and refusing to consent to a sale of their interests in these

1 policies. So those agreements already contemplated that.
2 Your Honor looked at this provision in her opinion and stated
3 that, you know, the Court interpreted this as being mindful
4 of the automatic stay in those debtor chartered organizations
5 bankruptcy cases.

6 So the plan proponents or the settling insurers are
7 being mindful of the automatic stay failed to provide these
8 additional conditions to a free and clear sale. What they
9 did provide, Your Honor, in the settling insurer agreements,
10 if there was not a free and clear sale, what it did provide
11 was that the insurance agreements would not be undone by
12 failure to sell free and clear of these debtor chartered
13 organizations.

14 It made that clear that these agreements would not
15 be undone. It even said that they would potentially
16 withdrawal the protections of the settling insurer
17 injunctions to benefit these debtor chartered organizations
18 that opted out. So that is a primary objection that I have
19 which is that this is really modifying those agreements that
20 already contemplated automatic stays.

21 For (M)(1), former (M)(A), this -- I mean this is
22 language that is, I guess, interpreting injunctions and how
23 they would be applied to the Archbishop of Agana the opt-out
24 chartered organization. I disagree with the interpretation
25 of this provision and how it would apply to a debtor

1 chartered organization that has protection from the automatic
2 stay, protecting its interests in these insurance policies.
3 It's unnecessary and it doesn't belong here. I think it's
4 contrary to the opinion.

5 I did have questions that Ms. Lauria, I believe
6 that she may have stated that earlier or it may have been in
7 Chubb's response that they filed today. And those questions
8 were as to (M)(2) which I feel that it was just, Your Honor,
9 the -- I did have a question just as to the final clause in
10 (M)(2) which started with,

11 "Provided that the foregoing shall not prohibit the
12 settlement trust fund fixing, but not paying the allowed
13 amount of abuse claims in accordance with the TDP, or from
14 paying any portion of any such amount provide that the
15 claimant provides the release required under the plan."

16 I had a question, just because it seemed
17 contradictory to me, to say that the trust would fix, but
18 not, and then it would later pay a portion. So I just did
19 have that question which I felt was not adequately answered
20 by the plan proponents. Of course, with more time I am sure
21 that we could have gone to the bottom of it, but that
22 question still remains for me.

23 Overall, Your Honor, again, this is just an attempt
24 to modify insurance -- the settling insurance agreements that
25 the Court signaled (indiscernible) and that already

1 contemplated the circumstance that we're in now which is that
2 the sales would not be free and clear of a debtor chartered
3 organizations interest in these policies.

4 Thank you.

5 THE COURT: Thank you.

6 Is Mr. Caldie on?

7 MR. CALDIE: Good morning, Your Honor. I am.

8 THE COURT: Good morning. Do you have anything to
9 add?

10 MR. CALDIE: Yes, Your Honor. It can be really
11 brief. I want to emphasize, first of all, thank you to the
12 Court for accommodating us. I understand that this, to use
13 the vernacular of the day, might be triggering to Your Honor
14 and your staff to see us all again. So I will try to make it
15 painless.

16 The point that Ms. Lujan Wolff made last I want to
17 re-emphasize which is the agreements did contemplate this
18 scenario and now what we're looking at is -- I guess I don't
19 want to mischaracterize it, but it could be an attempt to
20 expand on Your Honor's very detailed, very carefully crafted,
21 thoroughly thought through order. It also could just be an
22 attempt to interpret it a little bit, but, you know, here was
23 the problem.

24 I will confirm what Mr. Kurtz and, I think, Ms.
25 Lauria also said that the Guam committee's concerns are

1 injunctions and you did approve the channeling injunction,
2 and so I don't know how it could be disputed that the claims
3 against the settling insurers have been channeled. The
4 language that's included in (m), "in exchange for an
5 agreement to waive the free-and-clear requirement," it does
6 nothing more than repeat the very language, which is already
7 in the injunction and is to which Your Honor approved and no
8 one has any lingering objections.

9 So, simplistically speaking, this is -- it seems
10 to me, like an effort to re-argue what Your Honor has already
11 found. I don't see how anyone could argue that the
12 channeling injunction doesn't channel the claims and that the
13 insurance entity injunction doesn't protect the settling
14 insurers from other claims. And Your Honor specifically
15 identified that the claimants would get the benefit of
16 that -- the Archbishop would get the benefit of that in the
17 buy-back and that there hadn't been any argument on the stay.
18 It's too late to talk about stays.

19 MS. LUJAN WOLFF: Your Honor, if I may?

20 This is Delia Lujan Wolff. I'm sorry to just jump
21 in. It seems like people are just jumping in. But I just
22 disagreeing with what's being argued by the plan proponents.

23 In Lujan Claimants' objection that was filed
24 February 7, earlier this year, Document A-708, we did object
25 to the stay -- I'm sorry, the sales and the injunctions. I

1 will quote a sentence from page 40 of the document and Lujan
2 Claimants stated:

3 "As the plan sells the archbishop's interests in
4 BSA insurance policies, including the Century and Hartford
5 insurance policies, and enjoins the Archbishop from making
6 claims against BSA insurers, all without the consent of the
7 Archbishop or the approval of the Guam bankruptcy judge, the
8 plan obviously violates the automatic stay since the sales
9 and injunction from asked to obtain possession of property of
10 the estate or property from the estate or to exercise control
11 over property of the estate. The plan cannot be confirmed
12 when it violates the automatic stay of another bankruptcy
13 action."

14 And so it's incorrect that the objection was
15 solely as to the 363 sales. It also was an objection to the
16 injunctions that would bar the Archbishop from making claims
17 against the insurers, since they have these interests in
18 those settling insurer policies.

19 And so, we did make the objection, not just to the
20 channeling injunction, but also to the insurance entity
21 injunction. As a matter of fact, my objection, if I recall
22 correctly, did quote language from those injunctions as being
23 the debtors' -- what was -- what the debtor was enjoining and
24 the basis for those injunctions. It was raised. It was
25 quoted in my objection, if I recall correctly, and so --

1 THE COURT: It wasn't argued that way. It
2 certainly wasn't argued that way.

3 MS. LUJAN WOLFF: I disagree, Your Honor, but I
4 apologize --

5 UNIDENTIFIED: Your Honor, if I --

6 MS. LUJAN WOLFF: If I may continue, Your Honor?

7 And so, I do want to also quote, Your Honor, if I
8 may, there is a -- if I can find it -- the Court's opinion
9 did address -- again, did address the settling insurer
10 policies as to debtor chartered organizations and it did
11 quote from common provisions.

12 Mr. Anker is here -- he can correct me if I'm
13 wrong -- but I believe that these were common provisions to
14 the agreements. And the Court quoted language -- I'm sorry,
15 I just -- I had it open -- which basically said that the
16 failure to obtain the consent of the debtor chartered
17 organizations would not be a breach of any conditions to the
18 effectiveness of the plan. And so, again, this is not a
19 condition that -- this was a circumstance contemplated and it
20 was specified that if they (indiscernible) consent to a free-
21 and-clear sale would not prevent a plan from going into
22 effect. Thank you.

23 THE COURT: Thank you.

24 I do think that's correct. I do think that's in
25 my opinion at 159 to 160. This is not a concession that such

1 THE COURT: Okay. I think paragraph one is a
2 paragraph that affects the Archbishop. The Archbishop isn't
3 here, okay. The Archbishop didn't appear. It is -- I'm not
4 sure, again, that the Committee should be raising these
5 issues, as I said in my footnote in my opinion. I don't
6 understand why the Archbishop isn't here if the Archbishop
7 cares about this paragraph.

8 It is not a paragraph, quite frankly, that the
9 Lujan Claimants, regardless of whether they objected in their
10 objection or not, it's not something they had standing to
11 raise and I think I've got a paragraph on that in my opinion.
12 The Lujan Claimants can raise issues specific to them and I
13 think that's like in paragraph 2, this last "provided,
14 however" provision, that I'll hear some explanation on.

15 But as to paragraph 1, it's with respect to and
16 enjoining the Archbishop. The Archbishop does not appear
17 and --

18 UNIDENTIFIED: Your Honor?

19 THE COURT: -- even the Committee was okay with
20 this paragraph, as I heard it to begin with, but then had a
21 problem with the second part of -- this may be the second
22 part of it. But that's pulled directly from -- I'm told it's
23 pulled directly from Article 10, so I'm going to -- this
24 paragraph is a paragraph that I will approve.

25 I didn't understand paragraph 4, so I want to make

1 sure I understand it, if that's -- and then we'll get back to
2 paragraph 2, that last *proviso*, to make sure that we all
3 understand what that one is. That's how I'm ruling.

4 Paragraph --

5 MS. LUJAN WOLFF: I'm sorry, Your Honor. I'm
6 sorry, if I may interrupt, just briefly, just for the record,
7 I think Mr. Caldie, I think, was trying to chime in and to
8 maybe do what I'm about to do, which is to inform the Court
9 that the debtor, the Archbishop of Agana did indicate to the
10 plan proponents that it had an objection to paragraph (m).

11 THE COURT: Well, then they needed to show up.
12 They needed to show up here and appear and present it and
13 they did not, okay. They're represented. They know how to
14 appear. They did not, okay.

15 Paragraph 2, this "provided" clause, does someone
16 want to explain that?

17 MR. KURTZ: Your Honor, Glenn Kurtz, again.

18 So, let me start by saying that we did get an
19 email inquiry about this from Ms. Lujan Wolff. We responded
20 to that on September 5th at 4:30. We then responded --

21 THE COURT: Just tell me -- I don't need the
22 history -- just tell me what it means.

23 MR. KURTZ: So, the claimants were concerned that
24 paragraph 2 somehow would interfere or modify the TDP
25 procedures for adjudicating and paying claims, subject to a

1 release, and so they asked for a *proviso* that simply said
2 it's not changing the way the TDPs work. This isn't
3 modifying the TDPs.

4 THE COURT: So, notwithstanding that there needs
5 to be --

6 MR. KURTZ: So, a settlement with the Archbishop
7 of Agana will require a release, but that doesn't mean that
8 that's modifying the TDPs, which independently, can move
9 forward on fixing claims and allowing them, subject to
10 releases. It was a request by the claimants to ensure that
11 there was no modification of those core provisions of the
12 TDP, and all the parties agreed. There's actually been no
13 objection to this. I understand some things have gotten
14 raised today, but nobody objected to this until right now.

15 THE COURT: Okay. Well, I'm hearing it right now.
16 So, as I understand it, regardless of what happens with the
17 Archbishop, the settlement trustee can fix the allowed amount
18 of abuse claims for Ms. Lujan's clients, for example, and can
19 pay them, as long as those claimants signed the releases that
20 all other claimants have to sign, in order to get a
21 distribution from the trust; is that right?

22 MR. KURTZ: I think that's right, Your Honor.

23 THE COURT: That's how I read it. And I do not
24 see that as a disadvantage at all to the Lujan Claimants, so
25 that's fine.

1 Paragraph 4 is the one -- let me see what I wrote
2 next to it. I wrote, "What does this mean?"

3 What is paragraph 4 supposed to do?

4 MR. KURTZ: So, think paragraph 4 -- and there
5 was -- you'll see there was a redline. There's been a change
6 on it.

7 THE COURT: Yes.

8 MR. KURTZ: What it's intended to do is if the
9 Archbishop of Agana or its bankruptcy estate, and it's been
10 changed "shall not have been relieved from the terms of the
11 plan or confirmation without the consent of the settling
12 insurers" so this is a provision that ensures that these --
13 the terms of the plan and the confirmation order and the
14 injunction are still in place.

15 And the reason it was changed from "shall not be"
16 to "have been" was to ensure that this was intended to pick
17 up consent rights to the extent there was a change in the
18 terms and not in any way inhibit a Court from changing the
19 terms on appeal. And we think that resolves -- that did
20 resolve the objections that people had to this.

21 People were reading it as sort of maybe
22 restricting appellate rights and it was confirmed and all
23 it's doing is preserving consent rights with respect to
24 changes to terms.

25 THE COURT: Well, this "shall not have been

1 relieved," what does "relieved" mean? What does -- what
2 does -- I really don't know what this means or what it does
3 that the other paragraphs don't do.

4 MR. KURTZ: Right. It's not -- oh, it's not -- I
5 can defer to either Mr. Schiavoni or Mr. Anker on whether
6 it's belt-and-suspenders, but I think "relief from the terms"
7 meant that the Archbishop of Agana is still subject to the
8 terms of the injunctions and the plans. And if they're not,
9 that we can't do anything to relieve that without their
10 consent.

11 The Court, of course, will do -- any appeal court
12 can do whatever appeal courts want to do. That's why it went
13 from "have been" to "shall not be." But the notion here is
14 that we're not going to agree to relieve to take them out of
15 the coverage and the scope of the plan documents without
16 their consent.

17 THE COURT: Well, that is, actually, Mr. Kurtz,
18 the other thing I wrote down next to this was: Are they
19 trying to bind the Court?

20 MR. KURTZ: No. That's why it moved to "shall not
21 have been" so it couldn't be -- and that was an objection. I
22 think that was raised by the Committee, the Guam Committee,
23 and that change was made to confirm that was never the intent
24 and we don't think that the language "have been relieved" in
25 any way, shape, or form, now is intended to address any

1 limitation on what the courts can do. I think it's just to
2 preserve their consent rights.

3 THE COURT: Okay. Well, I --

4 MR. SCHIAVONI: That's right, Your Honor. We
5 agree with what Mister -- how Mr. Kurtz characterized it.

6 THE COURT: You agree that this paragraph 4 is not
7 intended to bind any court?

8 MR. SCHIAVONI: That's right, Your Honor.

9 THE COURT: Okay. That's how I'm reading it,
10 then.

11 Okay. So, that's the -- that's the insurer
12 issues. And let me add that I view this as settling the
13 order. I do not view this as amending the plan. I know that
14 argument was raised last time, that somehow the 7052 motion
15 is really a motion to amend the plan. I do not view it that
16 way. I view it as supplementing findings that need to be
17 made, resolving -- asking me to, in fact, make -- change two
18 of my findings, which I thought were appropriate, the ones
19 that I've agreed to change and in the way I've agreed to
20 change them, and this is simply settling, quite frankly, a
21 quite complicated order after a complicated case and
22 decision.

23 And parties were given every opportunity now to
24 show up and make their arguments and those with standing
25 needed to do it. So, given the discussion we've had, this is

1 how I'm coming down on paragraph (m). And the paragraphs
2 that concern, really, the deal with the idea that the
3 settlement trustee can't settle matters with the Archbishop
4 without the consent of the insurance companies don't bother
5 me. I don't see that as a concern at all or quite, for that
6 matter, really, any kind of change that's in way material.

7 Okay. Let's move on.

8 MR. KURTZ: Thank you, Your Honor.

9 THE COURT: Actually, let's take five minutes and
10 then we're going to move on.

11 We're in recess.

12 (Recess taken at 11:17 a.m.)

13 (Proceedings resumed at 11:23 a.m.)

14 THE COURT: Okay. We're back on the record.
15 Let's move to the next thing.

16 MS. LAURIA: Thank you, Your Honor. This is
17 Jessica Lauria, White & Case, for the debtors.

18 That brings us to the issues, the two issues that
19 I indicated at the outset of the hearing that are remaining
20 with respect to the Certain Insurers. Again, for the Court's
21 reference, that's Finding I, Subparagraph 2, which is on
22 page 10 of the order, or if folks are looking at the
23 blackline of the PDF, stamped at the top, 11 of 77, and then
24 also paragraph 51, in the decretal paragraph, Subpart (b), on
25 page 64 of the order.

RSA also provides the Debtors with the support of approximately 60,000 abuse survivors to commence solicitation on a plan.

11. For the avoidance of doubt, the Debtors are not seeking approval of the settlements embodied in the Amended Plan at this time. The key terms and provisions of the Amended Plan proposed under the RSA will include the following.⁶

Plan Term	Summary
BSA Settlement Trust Contribution	The BSA Settlement Trust Contribution includes: (A) all of the Net Unrestricted Cash and Investments, which are forecasted to total approximately \$90 million subject to potential variance depending upon the timing of the Effective Date; (B) the BSA Settlement Trust Note in the principal amount of \$80 million with a second-lien security interest, subject to the terms set forth in the Term Sheet; (C) the Artwork, at a mutually agreed value of \$59.0 million; (D) the estimated \$11.6 million from sale-leaseback of the Warehouse and Distribution Center (or the contribution of such property to the Settlement Trust and sale-leaseback thereof to Reorganized BSA); (E) the Oil and Gas Interests at a mutually agreed value of \$7.6 million; and (F) the \$1.962 million of net proceeds from the sale of Scouting University.
Non-Monetary Commitments	The BSA shall make certain non-monetary commitments, including, without limitation, youth protection measures, reporting, formation of a Child Protection Committee, and information sharing related to Abuse Claims, as set forth in full in the Term Sheet.
Settlement of Restricted and Core Asset Disputes	The Coalition, TCC and Future Claimants' Representative acknowledge and agree that the BSA Settlement Trust Contribution shall be made in consideration for, among other things, the compromise and settlement of any and all disputes concerning the Debtors' restricted and/or core assets, including the claims asserted in the adversary proceeding (the " <u>Restricted Assets Adversary</u> ") filed by the TCC in the adversary proceeding entitled <i>Official Tort Claimants' Committee of Boy Scouts of America and Delaware BSA, LLC v. Boy Scouts of America and Delaware BSA, LLC</i> , Adv. Pro. No. 21-50032 (LSS).
Local Council Settlement Contribution	The Local Council Settlement Contribution shall include: (i) at least \$300 million of cash to be paid on the Effective Date, (ii) Unrestricted properties with a combined Appraised Value of \$200 million (the " <u>Property Contribution</u> "), which shall be reduced on a dollar-for-dollar basis by any cash payment amount in excess of the \$300 million, <i>provided that</i> the methodology and procedures related to property selection and acceptance are provided for as set forth in full in the Term Sheet; and

⁶ This summary is qualified in its entirety by reference to the provisions of the RSA. To the extent that any discrepancies exist between the summary described in this Motion and the terms of the RSA, the RSA shall govern.

	(iii) a \$100 million interest-bearing variable-payment obligation note (the “ <u>DST Note</u> ”) issued by a Delaware statutory trust on as soon as practicable after the Effective Date.
Contributing Chartered Organization Settlement Contribution	The Parties shall work in good faith to develop a protocol for addressing participation by Chartered Organizations in the benefits of the Channeling Injunction. Such settlements may occur prior to the Effective Date with the consent of all Parties.
Assignment of Claims and Defense / Waiver of Claims	The Debtors, the Local Councils and any other party that is or becomes a Protected Party shall assign any and all Claims and defenses to the Settlement Trust that arise from or relate to Abuse Claims. Except for the right to seek reimbursement set forth in the Term Sheet, the Debtors, the Local Councils, and any other party that is or becomes a Protected Party shall be forever barred from seeking compensation from the Settlement Trust for or on account of any Claims arising prior to the Petition Date.
Hartford Settlement	On June 9, 2021, the Coalition, the Future Claimants’ Representative, and the TCC sent a joint letter to the Debtors stating that they would not support any plan of reorganization or separate motion/settlement that seeks approval of the Hartford Settlement and requesting that the Debtors not go forward with any such plan of reorganization or motion/settlement. In connection with this request, the Debtors shall seek a determination of the Bankruptcy Court that the Debtors have no obligations under the Hartford Settlement.
Transfer of Insurance Rights to the Settlement Trust	Subject to certain conditions in the Term Sheet, on the Effective Date, the Debtors and any Local Council and/or Chartered Organization that is a Protected Party shall delegate to the Settlement Trust exclusive control over, transfer and assign all rights, claims, benefits or causes of action, including the right to receive proceeds held by such party with respect to any insurance policy that provides coverage for Abuse Claims, settlement agreements or coverage in-place agreements, and any receivables due such party from insurance companies arising out of or relating to Abuse Claims.
Reimbursement	The Indemnification by Settlement Trust provisions set forth in Article IV.I of the June 18 Plan shall be deleted and restated to provide that from and after the Effective Date, the Settlement Trust shall reimburse, to the fullest extent permitted by applicable law, Reorganized BSA and each of the Local Councils for any documented out-of-pocket, losses, costs, and expenses (including, without limitation, judgments, attorney’s fees and expenses) incurred by Reorganized BSA or any Local Council after the Effective Date attributable to the defense of an Abuse Claim that is channeled to the Settlement Trust if the holder of such Abuse Claim seeks to hold Reorganized BSA or such Local Council liable for such Abuse Claim in violation of the Confirmation Order, as set forth in the Term Sheet.
Channeling Injunction	The Channeling Injunction set forth in Article X.F of the June 18 Plan shall be modified to permit litigation in the tort system consistent with the terms of the TDP. After the Effective Date, a party shall not become a Protected Party absent the consent of the Settlement Trustee, the Settlement Trust Advisory Committee, and the Future Claimants’ Representative.
TDP Claim Values	The values of categories of Direct Abuse Claims shall be consistent with and based on available evidence, including the Debtors’ historical settlement data and other settlements involving abuse claims (the “ <u>TDP Claim Values</u> ”), which shall be subject to adjustments as set forth in the TDP. In connection with the confirmation of the Amended Plan, the Debtors shall seek approval of the TDP Claim Values and related procedures (as set forth in the TDP).
Trust Distribution Procedures (TDP)	The TDP shall be filed with the RSA. The TDP shall be reasonably acceptable to the Debtors and cannot be modified without the consent of the Coalition, the TCC, and the Future Claimants’ Representative, which consent shall not be unreasonably withheld.
Timing	The Parties shall request that the Bankruptcy Court hear the RSA Motion, the Amended Disclosure Statement, the Case Management Motion, and the Solicitation Procedures at the

	hearing scheduled for July 20–21, 2021 or as soon thereafter as the Bankruptcy Court may agree.
Coalition Professional and Advisory Fees	<p>Following the effective date of the RSA, for so long as the RSA remains in full force and effect and subject to the Monthly Fee Cap (as defined below), the Debtors shall pay the reasonable, documented and contractual professional fees and expenses of (i) Brown Rudnick LLP, (ii) Robbins, Russell, Englert, Orseck & Untereiner LLP, (iii) Monzack, Mersky and Browder, P.A., (iv) Province, and (v) Parsons, Farnell & Grein, LLP (the “<u>Coalition Professionals</u>”), on a monthly basis promptly following the Debtors’ receipt of a summary of invoices.</p> <p>For professional fees and expenses incurred from the effective date of the RSA until the Effective Date of the Amended Plan, the Coalition Professionals’ fees and expenses shall be limited to \$950,000 per month (pro-rated for any partial month) (the “<u>Monthly Fee Cap</u>”), <i>provided, however</i>, that any unused portion of the Monthly Fee Cap for any such month may be carried forward or carried back to and utilized in any subsequent or prior monthly period.</p> <p>Upon the Effective Date, the Debtors shall reimburse State Court Counsel for amounts they have paid to the Coalition Professionals for, and/or pay the Coalition Professionals for, amounts payable by State Court Counsel but not yet paid to Coalition Professionals for, reasonable, documented and contractual professional and advisory fees and expenses incurred by the Coalition Professionals from July 24, 2020 to and including the Effective Date up to an aggregate amount of \$10.5 million (the “<u>Plan Effective Date Cap</u>”), and amounts otherwise payable in excess thereof shall be payable, if at all, by the Settlement Trust after the Effective Date. For the avoidance of doubt, fees and expenses paid on monthly basis following the effective date of the RSA shall not count against or reduce the Plan Effective Date Cap.</p>
Findings and Orders	<p>The Amended Plan and Confirmation Order shall contain the following provisions, findings and orders, as applicable in substantially the form set forth below (the “<u>Findings and Orders</u>”):</p> <p>(A) the Bankruptcy Court has determined that the Amended Plan, the Plan Documents, and the Confirmation Order shall be binding on all parties in interest;</p> <p>(B) the Bankruptcy Court has determined that (i) the procedures included in the TDP pertaining to the allowance of Abuse Claims and (ii) the criteria included in the TDP pertaining to the calculation of the Allowed Claim Amounts, including the TDP’s Claims Matrix, Base Matrix Values, Maximum Matrix Values, and Scaling Factors, are fair and reasonable based on the evidentiary record offered to the Bankruptcy Court;</p> <p>(C) the Bankruptcy Court has determined that the right to payment that the holder of an Abuse Claim has against the Debtors or another Protected Party is the allowed value of such Abuse Claim as liquidated in accordance with the TDP and is not (i) the initial or supplemental payment percentages established under the TDP to make distributions to holders of allowed Abuse Claims or (ii) the contributions made by the Debtors or any Protected Party to the Settlement Trust;</p> <p>(D) the Bankruptcy Code authorizes the Insurance Assignment as provided in the Amended Plan, notwithstanding any terms of any policies or provisions of non-bankruptcy law that is argued to prohibit the delegation, assignment, or other transfer of such rights, and the Bankruptcy Court has determined that the Settlement Trust is a proper defendant for Abuse Claims to assert the liability of the Protected Parties to trigger such insurance rights; and</p> <p>(E) the Bankruptcy Court has determined that the Plan and the TDP were proposed in good faith and are sufficient to satisfy the requirements of section 1129(a)(3) of the Bankruptcy Code.</p>
Insurance Settlements	Any settlement with any Insurance Company prior to or in connection with the Amended Plan shall be subject to the approval of the Bankruptcy Court and/or the District Court, and the express written consent of the Coalition, the TCC, and the Future Claimants’ Representative.

	For the avoidance of doubt, the Coalition, the TCC, and the Future Claimants' Representative do not consent to the Hartford Settlement and the Coalition, the TCC, and the Future Claimants' Representative will not support any plan that includes that settlement and its approval. The Amended Plan shall not incorporate any settlement with Hartford unless such settlement is acceptable to the Debtors, the Coalition, the TCC, and the Future Claimants' Representative. Post-Effective Date Settlements making Insurers Protected Parties may be approved on the terms and conditions set forth in the Settlement Trust Agreement.
Turnover of Records/ Transfer of Privileges	The Parties shall enter into a Document Agreement that provides, among other things, that on or before the Effective Date, the Debtors and any party that is a beneficiary of the Channeling Injunction shall be required to turn over to the Settlement Trust all records and documents in their control pertaining to the Abuse Claims. As to such records, the Settlement Trust shall succeed to and hold all rights related to the Debtors' and the Local Councils' privileges.
Settlement Trustee	The Settlement Trustee shall be Eric D. Green and will be appointed by the Bankruptcy Court.
Settlement Trust Advisory Committee	The Settlement Trust Advisory Committee (the " <u>STAC</u> ") shall be composed of seven (7) individuals, five (5) of which shall be selected by the Coalition and two (2) of which shall be selected by the TCC. The STAC members shall be reasonably acceptable to the Debtors. The commencement or continuation of a STAC Tort Election Claim (as defined in Article XII.B of the TDP) and the approval of any global settlement after the Effective Date that causes an Insurance Company or a Chartered Organization to become a Protected Party must be approved by the Settlement Trustee, the Future Claimants' Representative and the majority of the STAC. The refusal of any of the foregoing to (i) authorize the commencement or continuation of a STAC Tort Election Claim or (ii) approve a global settlement after the Effective Date that causes an Insurance Company or a Chartered Organization to become a Protected Party shall be subject to immediate review under the standard set forth in the Settlement Trust Agreement by the Honorable Diane M. Welsh (Ret.) if three (3) members of the STAC so require.
Future Claimants' Representative	The initial Future Claimants' Representative to represent the interests of holders of Future Abuse Claims shall be James L. Patton, Jr.

12. The RSA contemplates a "Support Period" commencing on the date that the executed RSA is filed with the Court and ending on the earlier of (i) the date on which the RSA is terminated in accordance with its terms and (ii) the Effective Date of the Amended Plan. The Debtors have agreed to use reasonable efforts to propose and pursue the Amended Plan and seek confirmation of the Amended Plan incorporating the terms of the Settlement prior to the termination dates set forth below.

13. In addition to the Support Period set forth above, the RSA contains the following material terms:

RSA Term	Summary
Agreements of the Debtors	Subject to the terms of the RSA, the Debtors agree to certain affirmative covenants related to, among other things, proposal and pursuit of (i) the Amended Plan and Confirmation Order, (ii) the Settlement and all transactions contemplated under the RSA, (iii) the RSA Approval

or with respect to each individual Local Council or Chartered Organization. Given the number of entities involved, oftentimes with a combination of Local Councils and Chartered Organizations, many of the potential valuation groupings involve only a single claim or a handful of claims. Moreover, even in the case of Local Council and Chartered Organization combinations involving sufficient numbers of claims, additional information or analysis may be needed to separately identify which portion of the aggregate estimate should be attributed to the BSA and which to the other related organizations.

In addition to Direct Abuse Claims, approximately 14,000 contingent and unliquidated indemnification and contribution Claims have been filed against the Debtors, most of which would be included in the Class of Indirect Abuse Claims. The majority were filed by Chartered Organizations.⁸⁵ Among others, TCJC has asserted claims for indemnification and contribution from the BSA relating to the defense and resolution of Abuse Claims that have been and may be asserted against TCJC in the tort system. Pursuant to the terms of the TCJC Settlement, TCJC agreed to waive all claims against, among others, the Debtors and Reorganized BSA.

O. Future Claimants' Representative's Future Abuse Claims Forecast

Ankura Consulting Group, LLC, consultant to the Future Claimants' Representative ("Ankura"), currently forecasts that the number of compensable Future Abuse Claims that may be asserted against the Settlement Trust is approximately 11,300 or approximately 14% of the total number of Direct Abuse Claims and the amount of the Debtors' liability for such Future Abuse Claims is approximately \$5 billion or approximately 21% of the total value of Direct Abuse Claims as calculated by Ankura applying the procedures and criteria set forth in the Trust Distribution Procedures dated July 2, 2021.

The Debtors dispute the Future Claimants' Representative's forecast and believe that the number and value of Future Abuse Claims that will be asserted against the Settlement Trust will be substantially lower for two key reasons: (1) the multi-million dollar advertising campaign that occurred prior to the Bar Date was highly effective in reaching victims who came forward and filed Claims, and (2) the BSA's expert-informed youth protection programs, which are among the most stringent of any youth-serving organization, have been in place during the period correlating to Future Abuse Claims. The Debtors believe that the Bates White estimated range of \$2.4 billion to \$7.1 billion is a more accurate valuation of all Abuse Claims, including Future Abuse Claims, and is the better basis on which to formulate projected recoveries on account of Abuse Claims.

P. Assumption and Rejection of Unexpired Leases and Executory Contracts

Since the commencement of these Chapter 11 Cases, the Debtors have strategically reviewed their contractual obligations and sought to weed out contractual agreements that do not provide a significant value to the Debtors' Estates going forward. Consistent with this goal, on March 31, 2020, the Debtors filed a motion seeking entry of an order authorizing the Debtors to reject that certain Personal Services Agreement by and between Pearson Education, Inc.

⁸⁵ Certain Chartered Organizations have asserted contractual indemnity rights against the BSA for Scouting-related Abuse Claims. The Debtors dispute the validity of such purported indemnification Claims. While the Debtors do not believe any such valid indemnification Claims exist, any such purported indemnification Claims would be channeled to the Settlement Trust on the Effective Date.

Class	Designation ³⁷	Treatment under the Plan	Impairment and Entitlement to Vote	Estimated Amount ³⁸ and Approximate Percentage Recovery
		portion of the Allowed Non-Abuse Litigation Claim and (b) \$50,000.		
8	Direct Abuse Claims ⁴⁰	<p>Pursuant to the Channeling Injunction set forth in <u>Article X.F</u> of the Plan, each holder of a Direct Abuse Claim shall have such holder's Direct Abuse Claim against the Protected Parties (and each of them) permanently channeled to the Settlement Trust, and such Direct Abuse Claim shall thereafter be asserted exclusively against the Settlement Trust and processed, liquidated, and paid in accordance with the terms, provisions, and procedures of the Settlement Trust Documents.</p> <p>Pursuant to the Channeling Injunction set forth in <u>Article X.F</u> of the Plan, each holder of a Post-1975</p>	<p>Impaired</p> <p>Entitled to Vote</p>	<p>Estimated Amount: \$2.4 billion – \$7.1 billion</p> <p>Estimated Percentage Recovery at \$7.1 billion: 10 – 21% <i>plus</i> additional insurance rights, expected to yield up to 100% recovery</p> <p>Estimated Percentage Recovery at \$2.4 billion: 31 – 63% <i>plus</i> additional insurance rights, expected to yield up to 100% recovery⁴¹ Error! Bookmark not defined.</p>

⁴⁰ Under the Plan, "Direct Abuse Claim" means an Abuse Claim that is not an Indirect Abuse Claim.

⁴¹ The following calculation was used to determine the percentage recovery range under the Plan: (\$219 million (BSA Settlement Contribution) plus \$500 million (Local Counsel Contribution) plus \$100 million (DST Note) plus Hartford Settlement Contribution minus the Hartford Administrative Expense Claim (\$785 million)) divided by \$2.4 billion - \$7.1 billion (Estimated Abuse Claims Range). The recovery percentages are net of assumed cost to operate the Settlement Trust. Costs are estimated between 6 and 10% of total assets with costs expected to be at the high end of the range in a smaller trust and at or below the lower end of the range in a larger trust under the Plan. The low end of the recovery range excludes the Hartford Settlement Contribution as some parties may object to the settlement amount and/or how the settlement amount is distributed to holders of Abuse Claims, thereby rendering these amounts unavailable to some or all creditors. The TCJC Settlement Contribution is not reflected in the recovery ranges for Direct Abuse Claims because such contribution by TCJC may not be available to all holders of Direct Abuse Claims under the Trust Distribution Procedures. Abuse Claims that relate to TCJC may have a higher recovery than the ranges set forth above. In addition, the Bates White estimated range of \$2.4 billion to \$7.1 billion estimates the value of Abuse Claims, which would include Future Abuse Claims, to the extent viable. The Future Claimants' Representative asserts that the forecast of the Future Abuse Claims should be higher than reflected in the Debtors' range. The Debtors do not agree with the forecast of the Future Abuse Claims asserted by the Future Claimants' Representative and believe that the Bates White range is a more accurate range of the value for all Abuse Claims, including Future Abuse Claims. Therefore, the Bates White range provides a better basis on which to formulate projected recoveries on account of Abuse Claims, including Direct Abuse Claims (which include Future Abuse Claims).

#	Local Council Name	LC State	Total Claims (Count)	Total Claims (Base Matrix Low Value)	Total Claims (Max Matrix High Value)	Total LC Contribution (DS Ex C)	Unrestricted Net Assets (DS Ex D / Ex 1)	Contribution / Base Low	Unrestricted Net Assets / Base Low	Contribution / Max High	Unrestricted Net Assets / Max High
251	Transatlantic	ZZ	139	1,569,070	28,081,700	447,138	986,036	28.50%	61.57%	1.59%	3.44%
252	Far East	ZZ	50	808,570	12,084,200	778,355	2,886,174	96.26%	366.95%	6.44%	23.88%
			41,750	\$ 7,646,294,995	\$ 41,069,210,100	\$ 519,588,545	\$ 1,370,754,935	6.80%	24.47%	1.27%	4.56%

purchase by Hartford in good faith pursuant to section 363(m) of the Bankruptcy Code, rendering the provisions of section 363(m) applicable and affording Hartford all protections thereunder, and (iv) the proceeds of such Sale, including the Settlement Amount, will be transferred to the Settlement Trust under the Plan.

c. Subject to all of the other terms and conditions of the Plan and this Agreement, including Hartford's payment of the Initial Payment and the Additional Payment, the Hartford Protected Parties are Settling Insurance Companies and Protected Parties entitled to the protection of the Channeling Injunction for all Abuse Claims against any Hartford Protected Party and to releases, injunctions, and other protections, including injunctions and releases of Abuse Claims against any insured or additional insured covered by any insurance policy issued by any Hartford Protected Party, that are equal in breadth to the broadest releases, injunctions, and other protections afforded to any other Settling Insurance Company under the Plan as confirmed by the Bankruptcy Court, the Confirmation Order, and/or any applicable Insurance Settlement Agreement approved by the Bankruptcy Court.

d. Subject to all of the terms and conditions of the Plan and this Agreement, the Debtors shall irrevocably and unconditionally release and be deemed to release the Hartford Protected Parties from the Prepetition Hartford Claims; the Parties (other than Hartford), the Debtors' Estates, Reorganized BSA, the Settlement Trust, the Local Councils, and the other Protected Parties and Limited Protected Parties shall irrevocably and unconditionally release and be deemed to release the Hartford Protected Parties from all Released Claims; and

b. The Hartford BSA Policy Sale shall be free and clear of all Interests of any additional insured or any other Entity in the Hartford BSA Policies pursuant to section 363(f) and 1141 of the Bankruptcy Code, and the Confirmation Order and Affirmation Order shall so provide. Hartford shall be designated in the Confirmation Order as a good-faith purchaser of the Hartford BSA Policies, with all the protections afforded such a purchaser under section 363(m) of the Bankruptcy Code. The proceeds of such Sale, including the Settlement Amount, shall be transferred to the Settlement Trust under the Plan.

c. Without limiting the foregoing, although the Parties do not believe that the Hartford BSA Policy Sale free and clear of all Interests of any Entity in such Policies would constitute a violation of the automatic stay of any Chartered Organization that is a debtor in bankruptcy and that asserts an Interest in one or more Hartford BSA Policies, to the extent the Bankruptcy Court (or other court with jurisdiction) determines that the Sale would constitute such a violation, then the Parties shall seek a determination from the Bankruptcy Court (or other court with jurisdiction) that they may proceed with the Sale or relief from such stay to effectuate the Sale.

2. Assignment and Sale of Hartford Local Council Policies

a. To the extent the Plan, as confirmed, or any Insurance Settlement Agreement approved by the Bankruptcy Court provides that the Local Councils will assign Local Council Insurance Policies issued by any Settling Insurance Company to the Debtors' Estates and that the Debtors and their Estates will sell such Policies to such Settling Insurance Company free and clear of all Interests of any Entity in

such Policies, and to the maximum extent permitted by applicable law, the Local Councils and Hartford consent to the assignment of the Hartford Local Council Policies to the Debtors' Estates, and the Local Councils shall assign the Hartford Local Council Policies to the Debtors' Estates prior to the Plan Effective Date.

b. To the extent such assignment of the Hartford Local Council Policies occurs, the Debtors and their Estates shall sell the Hartford Local Council Policies, along with the Hartford BSA Policies, to Hartford on the Release Date, in exchange for the Settlement Amount and other consideration provided by Hartford under this Agreement, pursuant to sections 363, 1123, and/or 1141 of the Bankruptcy Code (the "**Hartford Local Council Policy Sale**").

c. The Hartford Local Council Policy Sale shall be free and clear of all Interests of any additional insured or any other Entity in the Hartford Local Council Policies pursuant to section 363(f) and 1141 of the Bankruptcy Code, and the Confirmation Order and Affirmation Order shall so provide. Hartford shall be designated in the Confirmation Order as a good-faith purchaser of the Hartford Local Council Policies, with all the protections afforded such a purchaser under section 363(m) of the Bankruptcy Code. The proceeds of the Sale, including the Settlement Amount, shall be transferred to the Settlement Trust under the Plan.

d. Without limiting the foregoing, although the Parties do not believe that the Hartford Local Council Policy Sale free and clear of all Interests of any Entity in such Policies would constitute a violation of the automatic stay of any Chartered Organization that is a debtor in bankruptcy and that asserts an Interest in one or more Hartford Local Council Policies, to the extent the Bankruptcy Court

(or other court with jurisdiction) determines that the Sale would constitute such a violation, then the Parties shall seek a determination from the Bankruptcy Court (or other court with jurisdiction) that they may proceed with the Sale or relief from such stay to effectuate the Sale.

B. Releases. Upon the Release Date, the Parties shall receive the benefit of the releases of and by the Parties, the Debtors' Estates, Reorganized BSA, the Settlement Trust, the Local Councils, and the other Protected Parties and Limited Protected Parties, as set forth in Section VII below; *provided, however*, that the Hartford Protected Parties shall receive the benefit of the Debtors' release of the Prepetition Hartford Claims when Hartford makes the Initial Payment.

C. Local Councils. The Debtors and AHCLC shall ensure that, within thirty (30) calendar days of the Execution Date, each current Local Council, including those listed on Exhibit G to the Modified Fifth Amended Plan, becomes a Joining Local Council by executing a joinder to this Agreement in the form attached as Exhibit D.

D. Chartered Organizations. The Hartford Protected Parties shall be protected under the Plan and Confirmation Order against liability, loss, or expense with respect to any Claim by any Chartered Organization arising out of or relating to coverage for Abuse Claims under any Hartford Policy or any other insurance policy issued or allegedly issued by any Hartford Protected Party to the extent provided under the Plan, whether through the Channeling Injunction, other injunctive protection, assignment of such Claims to the Settlement Trust, releases, and/or any other method in accordance with applicable law and agreed to by the Parties as incorporated into the Plan; *provided, however*, that the rights of any Opt-Out Chartered Organizations provided under insurance policies issued directly to any Opt-Out Chartered Organizations are preserved, and

by the Settling Insurers with respect to Claims or Causes of Action involving Abuse Claims concerning such coverage for Abuse Claims; (II) any Claim held by the Participating Chartered Organization that is attributable to, arises from, is based upon, relates to, or results from, in whole or part, directly, indirectly, or derivatively (including through any insurance policy issued by the Settling Insurers), alleged Abuse Claims that occurred prior to the Petition Date against the Settlement Trust, the Debtors, Reorganized BSA, the Local Councils, any Contributing Chartered Organization or the Settling Insurers; and (III) any and all Claims that have been asserted in the Chapter 11 Cases by or on behalf of any Participating Chartered Organization, including any Indirect Abuse Claims, without any further notice or action, order, or approval of the Bankruptcy Court, which Claims shall be expunged from the Claims Register, and the agreement of each Participating Chartered Organization not to (y) file or assert any Claim or Claims against the Trust, the Debtors, or Reorganized BSA arising from any act or omission of the Debtors, the Local Councils, any Contributing Chartered Organization, or any Participating Chartered Organization on or prior to the Confirmation Date; and (z) file or assert any rights or interests in any property transferred to the Trust under the Plan, including the proceeds of any settlements paid by an Settling Insurance Company; and (C) the assignment to the Trust of any and all Perpetrator Indemnification Claims held by the Participating Chartered Organizations. Other than the TCJC and the United Methodist Entities, no Chartered Organization may become a Contributing Chartered Organization without making a contribution in form and substance equivalent to the Participating Chartered Organization Settlement Contribution and agreeing to be bound by the terms and conditions of this Agreement.

11. **Protections Afforded to Insureds and Co-Insureds.** On the Release Date, all Abuse Claims against insureds and co-insureds covered under insurance policies issued by the Settling Insurers shall be channeled and enjoined under the Settling Insurer Policy Injunction and released. Pending the occurrence of the Release Date, all such Abuse Claims shall be enjoined pursuant to the Post-Confirmation Interim Injunction, as provided herein.
12. **Bankrupt Chartered Organizations.** The BSA shall use its best efforts to work with the Roman Catholic Ad Hoc Committee and the Chartered Organizations that are debtors in bankruptcy (the eight bankrupt entities identified on Exhibit K to the Plan, which may be amended to the extent that additional Chartered Organizations file for bankruptcy protection prior to entry of the Confirmation Order, each a "Bankrupt Chartered Organization") to obtain written consent for such Bankrupt Chartered Organizations to consent to the terms of this Agreement. To the extent that a Bankrupt Chartered Organization does not agree to provide written consent to the terms of this Agreement, such Bankrupt Chartered Organization shall automatically be deemed to be an Opt-Out Chartered Organization for all purposes hereunder. The Parties will use reasonable efforts to jointly resolve such non-consent, which may, upon the consent of the Parties, include excluding such Bankrupt Chartered Organization from the protections and benefits otherwise provided herein, provided that the failure to obtain such consent as it applies to the applicable Bankrupt Chartered Organization shall not be deemed a breach of this Agreement by any Party or a failure to satisfy a condition to the effectiveness of the Plan. The Parties consent to the foregoing provisions covering the Settling Insurers to apply to any other Settling Insurance Company. The Settling Insurers reserve all rights and defenses they have under policies issued to Bankrupt Chartered Organizations that do not consent to the terms of this Agreement.

pursuant to the Participating Chartered Organization Insurance Assignment, the waiver and complete release of (I) each of the Participating Chartered Organization's rights, titles, privileges, interests, claims, demands, or entitlements under the Zurich Insurer Policies and any other insurance policy issued by the Zurich Insurers with respect to Claims or Causes of Action involving Abuse Claims, concerning such coverage for Abuse Claims; (II) any Claim held by the Participating Chartered Organization that is attributable to, arises from, is based upon, relates to, or results from, in whole or part, directly, indirectly, or derivatively (including through any insurance policy issued by the Zurich Insurers), alleged Abuse Claims that occurred prior to the Petition Date against the Settlement Trust, the Debtors, Reorganized BSA, the Local Councils, any Contributing Chartered Organization, or the Zurich Insurers; and (III) any and all Claims that have been asserted in the Chapter 11 Cases by or on behalf of any Participating Chartered Organization, including any Indirect Abuse Claims, without any further notice or action, order, or approval of the Bankruptcy Court, which Claims shall be expunged from the Claims Register, and the agreement of each Participating Chartered Organization not to (y) file or assert any Claim or Claims against the Trust, the Debtors, or Reorganized BSA arising from any act or omission of the Debtors, the Local Councils, any Contributing Chartered Organization, or any Participating Chartered Organization on or prior to the Confirmation Date and (z) file or assert any rights or interests in any property transferred to the Trust under the Plan, including the proceeds of any settlements paid by an Settling Insurance Company; and (C) the assignment to the Trust of any and all Perpetrator Indemnification Claims held by the Participating Chartered Organizations. Other than the TCJC and the United Methodist Entities, no Chartered Organization may become a Contributing Chartered Organization without making a contribution in form and substance equivalent to the Participating Chartered Organization Settlement Contribution and agreeing to be bound by the terms and conditions of this Agreement.

10. **Protections Afforded to Insureds and Co-Insureds.** On the Release Date, all Abuse Claims against insureds and co-insureds covered under insurance policies issued by the Zurich Insurers or Zurich Affiliated Insurers, including the Zurich Insurer Policies, shall be channeled and enjoined under the Settling Insurer Policy Injunction and released. Pending the occurrence of the Release Date, all such Abuse Claims shall be enjoined pursuant to the Post-Confirmation Interim Injunction, as provided herein.
11. **Bankrupt Chartered Organizations.** The BSA shall use its best efforts to work with the Roman Catholic Ad Hoc Committee and the Chartered Organizations that are debtors in bankruptcy (the eight bankrupt entities identified on Exhibit K to the Plan, which may be amended to the extent that additional Chartered Organizations file for bankruptcy protection prior to entry of the Confirmation Order, each a "Bankrupt Chartered Organization") to obtain written consent for such Bankrupt Chartered Organization to consent to the terms of this Agreement. To the extent that a Bankrupt Chartered Organization does not agree to provide written consent to the terms of this Agreement, the Parties will use reasonable efforts to jointly resolve such non-consent, which may, upon the consent of the Parties, include excluding such Bankrupt Chartered Organization from the protections and benefits otherwise provided herein, provided that the failure to obtain such consent as it applies to the applicable Bankrupt Chartered Organizations shall not be deemed a breach of this Agreement by any Party or a failure to satisfy a condition to the effectiveness of the Plan. The Zurich Insurers reserve all rights and defenses they have under policies issued to Bankrupt Chartered Organizations that do not consent to the terms of this Agreement.

(including with respect to the Clarendon Policies), and (f) the Participating Chartered Organization Insurance Actions. In addition, in order to obtain the benefit of (i) the Settling Insurer Policy Injunction, and (ii) the Full Post-1975 Injunction, Participating Chartered Organizations shall be required to make, or be deemed to make, the following contribution to the Trust ("Participating Chartered Organization Settlement Contribution"): (A) the Participating Chartered Organization Insurance Assignment; (B) to the extent of any rights, claims or interests not assigned to the Trust pursuant to the Participating Chartered Organization Insurance Assignment, the waiver and complete release of (I) each of the Participating Chartered Organization's rights, titles, privileges, interests, claims, demands or entitlements under the Clarendon Policies and any other insurance policy issued or allegedly issued by Clarendon with respect to Claims or Causes of Action involving Abuse Claims concerning such coverage for Abuse Claims; (II) any Claim held by the Participating Chartered Organization that is attributable to, arises from, is based upon, relates to, or results from, in whole or part, directly, indirectly, or derivatively (including through any insurance policy issued or allegedly issued by Clarendon), alleged Abuse Claims that occurred prior to the Petition Date against the Settlement Trust, the Debtors, Reorganized BSA, the Local Councils, any Contributing Chartered Organization or Clarendon; and (III) any and all Claims that have been asserted in the Chapter 11 Cases by or on behalf of any Participating Chartered Organization, including any Indirect Abuse Claims, without any further notice or action, order, or approval of the Bankruptcy Court, which Claims shall be expunged from the Claims Register, and the agreement of each Participating Chartered Organization not to (y) file or assert any Claim or Claims against the Trust, the Debtors, or Reorganized BSA arising from any act or omission of the Debtors, the Local Councils, any Contributing Chartered Organization, or any Participating Chartered Organization on or prior to the Confirmation Date; and (z) file or assert any rights or interests in any property transferred to the Trust under the Plan, including the proceeds of any settlements paid by an Settling Insurance Company; and (C) the assignment to the Trust of any and all Perpetrator Indemnification Claims held by the Participating Chartered Organizations. Other than the TCJC and the United Methodist Entities, no Chartered Organization may become a Contributing Chartered Organization without making a contribution in form and substance equivalent to the Participating Chartered Organization Settlement Contribution and agreeing to be bound by the terms and conditions of this Agreement.

10. **Protections Afforded to Insureds and Co-Insureds.** On the Release Date, all Abuse Claims against insureds and co-insureds covered under insurance policies issued by Clarendon shall be channeled and enjoined under the Settling Insurer Policy Injunction and released. Pending the occurrence of the Release Date, all such Abuse Claims shall be enjoined pursuant to the Post-Confirmation Interim Injunction, as provided herein.
11. **Bankrupt Chartered Organizations.** The BSA shall use its best efforts to work with the Roman Catholic ad hoc committee and the Chartered Organizations that are debtors in bankruptcy (the eight bankrupt entities identified on Exhibit K to the Plan, which may be amended to the extent that additional Chartered Organizations file for bankruptcy protection prior to entry of the Confirmation Order, each a "Bankrupt Chartered Organization") to obtain written consent for such Bankrupt Chartered Organization to consent to the terms this Agreement. To the extent that a Bankrupt Chartered Organization does not agree to provide written consent to the terms of this Agreement, the Parties will use reasonable efforts to jointly resolve such non-consent, which may, upon the consent of the Parties, include excluding such Bankrupt Chartered Organization from the protections

and benefits otherwise provided herein, provided that the failure to obtain such consent as it applies to the applicable Bankrupt Chartered Organizations shall not be deemed a breach of this Agreement by any Party or a failure to satisfy a condition to the effectiveness of the Plan. The Parties consent to the foregoing provisions covering Clarendon to apply to any other Settling Insurance Company. Clarendon reserves all rights and defenses they have under policies issued to Bankrupt Chartered Organizations that do not consent to the terms of this Agreement.

12. Opt-Out Chartered Organizations.

- a) Opt-Out Chartered Organizations by definition are not Participating Chartered Organizations, Limited Protected Parties or Contributing Chartered Organizations. The term "Opt-Out Chartered Organization," on the one hand, and the terms Participating Chartered Organizations, Limited Protected Parties and Contributing Chartered Organizations, on the other hand, are mutually exclusive.
- b) Under the Plan and as a condition to the Plan Effective Date (waiver of which shall require the prior written consent of, among others, Clarendon), any Opt-Out Chartered Organization shall receive the benefit of the Settling Insurer Policy Injunction and the release of all Abuse Claims that are covered under insurance policies issued by Clarendon.
- c) For the avoidance of doubt, nothing herein or in the Plan shall require an Opt-Out Chartered Organization to provide an assignment or release with respect to its rights under insurance policies issued directly to such organization, including those set forth in Sections 8 and 9 hereof. The rights of the Opt-Out Chartered Organizations provided under insurance policies issued directly to such organization are preserved. Clarendon reserves all rights and defenses they have under such policies. Clarendon and the Opt-Out Chartered Organizations may enforce and rely upon the channeling and release of Abuse Claims against an Opt-Out Chartered Organization as provided in Section 10 hereof for all purposes. All rights and defenses of Clarendon under insurance policies issued directly to an Opt-Out Chartered Organization are preserved. The foregoing provision will be added to the Plan, including the channeling injunction.
- d) If, however, a Chartered Organization that is an Opt-Out Chartered Organization wants to become a Contributing Chartered Organization, (i) a financial contribution must be made by or on behalf of such Opt-Out Chartered Organization, (ii) such Chartered Organization must agree to provide the assignments and releases set forth in Sections 8 and 9, and (iii) if and to the extent required by BSA, such Chartered Organization must agree to cooperate with the Child Protection Committee.
- e) By definition, the Clarendon Policies (including those set forth on Exhibits A and B) were issued directly to the BSA and the Local Councils and were not issued directly to the Chartered Organizations.

- 13. **Post-Confirmation Interim Injunction.** The Plan and Confirmation Order shall provide that all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date (the "Post-Confirmation Interim Injunction"), shall remain in full force

EXECUTION VERSION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) dated February 14, 2022 is entered into between and among Century and the Chubb Companies (both as defined below and collectively, the “Settling Insurers”), Boy Scouts of America and Delaware BSA, LLC, as debtors and debtors in possession (collectively, “BSA” or the “Debtors”), the Ad Hoc Committee of Local Councils (the “AHCLC”), the Coalition of Abused Scouts for Justice, solely and only in its capacity as an ad hoc committee (the “Coalition”),¹ and the Future Claimants’ Representative (the “FCR” and, collectively with the Settling Insurers, the Debtors, the AHCLC, and the Coalition, the “Parties”).² The attorneys representing holders of Direct Abuse Claims listed on Schedule I hereto, which reflects the number of holders of Abuse Claims represented by each firm (the “State Court Counsel”) agree to support the terms of and be bound by this Agreement.

WHEREAS, on February 18, 2020, the Debtors commenced proceedings under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, the Settling Insurers have allegedly issued insurance policies covering or allegedly covering Claims and Causes of Action for Abuse involving Scouting that occurred prior to the Petition Date;

WHEREAS, the Parties wish to resolve disputes concerning such policies;

WHEREAS, subject to the terms and conditions set forth herein, the Settling Insurers will pay the Settlement Amount in exchange for the injunctions, releases and other protections described below;

WHEREAS, among other things, the settlement provides for the channeling and release of all Abuse Claims against the Settling Insurers (and against their insureds under policies issued by the Settling Insurers that may cover such Claims) in exchange for the Settlement Payment;

WHEREAS, on December 12, 2021 (the “Term Sheet Effective Date”), the Parties executed a term sheet in the form attached hereto as Exhibit C (the “Term Sheet”), setting forth the basic terms of their settlement; and

WHEREAS, on December 18, 2021, the Debtors filed their Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC [D.I. 7832] (as it may subsequently be amended from time to time, the “Plan” or “Amended Plan”), as amended to reflect the terms of the Term Sheet.

Capitalized terms not defined in this Agreement shall have the definitions ascribed to such terms in the Plan, which shall be consistent with the terms of this Agreement.

¹ For the avoidance of doubt, no holders of Direct Abuse Claims are or shall be deemed Parties to this Agreement.

² Notwithstanding anything to the contrary in this Agreement, the obligations and undertakings of the AHCLC in connection with this Agreement shall be no greater than the AHCLC’s parallel obligations and undertakings under Section III of the Restructuring Support Agreement (including the “No Liability” subsection thereof) filed at Dkt. 5466-2.

Amount (the “Initial Payment”) shall be released from the Escrow Account to the Trust. The remaining \$750,000,000 balance of the Settlement Amount (the “Additional Payment”) and the Net Income shall remain in the Escrow Account until the Confirmation Order shall become a Final Order (as defined in the Plan), and the other conditions precedent to the occurrence of the Release Date have occurred, on which date the Additional Payment, plus any Net Income, shall be released from the Escrow Account to the Trust; *provided, however*, that, at their election and in their sole discretion as long as the conditions to the Initial Payment Date remain satisfied (or have been waived pursuant to a writing signed by each Party), the Settling Insurers may authorize the release of all or a portion of the Additional Payment (and any Net Income) from the Escrow Account to the Trust at any time before the Confirmation Order becomes a Final Order. The Release Date shall not occur until the Additional Payment and the Net Income have been released to the Trust.

- c) The Trust will have investment discretion with respect to the Escrowed Payments and the Net Income while they are in the Escrow Account, subject to the Parties’ agreement on investment guidelines to be provided in writing to the Escrow Agent under which the Escrowed Payments may be invested by the Trust; *provided, however*, that the Trust will bear all risks associated with any such investment of the Escrowed Payments and that no loss or failure to achieve desired investment returns on the Escrowed Payments while they are in the Escrow Account shall require the Settling Insurers to increase the Settlement Amount they are paying or have paid (or increase the amount of BSA’s contribution to the Trust); *provided further, however*, that the Debtors, Reorganized BSA, the Local Councils and Chartered Organizations shall have no liability or obligations to the Settling Insurers or the Trust, the Trust shall have no liability or obligations to the Settling Insurers, and the Settling Insurers shall have no liability or obligations to the Trust (or any other Party), whatsoever for any loss or failure to achieve desired investment returns on the Escrowed Payments while they are in the Escrow Account.
- d) Notwithstanding anything to the contrary herein, the Escrowed Payments and any amounts in the Escrow Account, including the Net Income, shall be promptly (and no later than seven (7) Business Days after the date of such written demand, unless otherwise agreed to by the Parties) released to the Settling Insurers upon their written demand if any of the following occur: (i) the District Court does not enter the Affirmation Order within 360 days after the entry of the Confirmation Order by the Bankruptcy Court or the District Court declines to enter the Affirmation Order (whether or not such denial constitutes a reversal or remand); (ii) the Plan is at any time withdrawn; (iii) the Plan otherwise ceases to conform to the Term Sheet or this Agreement; (iv) there is a Reversal; (v) the Chapter 11 Cases have been converted or dismissed, (vi) the Parties agree to such release in writing; or (vii) an order of the Bankruptcy Court or District Court so provides.

5. Protections to be Afforded to the Settling Insurers.

- a) Effective as of the Release Date, the Settling Insurers will be designated as Protected Parties for all purposes under the Plan and granted all associated releases, injunctions (including the Settling Insurer Policy Injunction), and protections. As set forth herein, the Settling Insurers shall be granted such releases, injunctions, and protections as are

necessary to deliver finality with respect to all known and unknown insurance policies they issued to BSA and Local Councils covering or potentially covering Claims or Causes of Action related to, arising from or in connection with Abuse Claims, which policies and claim years shall include those identified on Exhibits A and B hereto for all purposes with respect to any and all policy and claim years whether before or after 1976, all such known and unknown policies subject only to the limitations stated in this Section 5 (as applicable to Post-Petition Policies and Non-Abuse Insurance Policies) and Section 6 (with respect to Westchester) (collectively the "Settling Insurers' Policies"), and any other known or unknown insurance policy issued by any of the Settling Insurers covering Claims or Causes of Action for Abuse Claims with respect to such coverage for Abuse Claims; any actions, settlements entered into, omissions or positions taken in connection with any Abuse Claims and/or the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date related to any Abuse Claims and/or policy issued by any of the Settling Insurers concerning the Debtors or Scouting, including the Settling Insurers' performance of their obligations thereunder whether for defense, settlement of claims or otherwise. Notwithstanding anything to the contrary herein, the BSA, Local Councils, Participating Chartered Organizations and Contributing Chartered Organizations are not releasing or enjoining any rights under (i) Non-Abuse Insurance Policies (including but not limited to D&O Liability Insurance Policies), other than the right to seek coverage for and/or to pursue any Claims or Causes of Action related to, arising from or in connection with Abuse Claims, any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers' performance of their obligations under such policies whether for defense, settlement of claims or otherwise, and (ii) Post-Petition Policies, except for any Claims or Causes of Action related to, arising from or in connection with any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers' performance of their obligations under such policies whether for defense, settlement of claims or otherwise.

- b) To preserve and promote the settlements contemplated by and provided herein and in the Plan, and to supplement, where necessary, the injunctive effect of the Discharge as provided in sections 1141 and 524 of the Bankruptcy Code and as described in Article X of the Plan, pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court and the District Court under section 105(a) of the Bankruptcy Code, (i) the sole recourse of any holder of an Abuse Claim against a Settling Insurer on account of such Abuse Claim shall be to and against the Settlement Trust pursuant to the Settlement Trust Documents, and such holder shall have no right whatsoever at any time to assert such Abuse Claim against any Settling Insurer or any property or interest in property of any Settling Insurer, (ii) the sole recourse of any holder of a Post-1975 Chartered Organization Abuse Claim against a Limited Protected Party on account of such Post-1975 Chartered Organization Abuse Claim shall be to and against the Settlement Trust pursuant to the Settlement Trust Documents, and such holder shall have no right whatsoever at any time to assert such Post-1975 Chartered Organization Abuse Claim against any Limited

by the Settling Insurers with respect to Claims or Causes of Action involving Abuse Claims concerning such coverage for Abuse Claims; (II) any Claim held by the Participating Chartered Organization that is attributable to, arises from, is based upon, relates to, or results from, in whole or part, directly, indirectly, or derivatively (including through any insurance policy issued by the Settling Insurers), alleged Abuse Claims that occurred prior to the Petition Date against the Settlement Trust, the Debtors, Reorganized BSA, the Local Councils, any Contributing Chartered Organization or the Settling Insurers; and (III) any and all Claims that have been asserted in the Chapter 11 Cases by or on behalf of any Participating Chartered Organization, including any Indirect Abuse Claims, without any further notice or action, order, or approval of the Bankruptcy Court, which Claims shall be expunged from the Claims Register, and the agreement of each Participating Chartered Organization not to (y) file or assert any Claim or Claims against the Trust, the Debtors, or Reorganized BSA arising from any act or omission of the Debtors, the Local Councils, any Contributing Chartered Organization, or any Participating Chartered Organization on or prior to the Confirmation Date; and (z) file or assert any rights or interests in any property transferred to the Trust under the Plan, including the proceeds of any settlements paid by an Settling Insurance Company; and (C) the assignment to the Trust of any and all Perpetrator Indemnification Claims held by the Participating Chartered Organizations. Other than the TCJC and the United Methodist Entities, no Chartered Organization may become a Contributing Chartered Organization without making a contribution in form and substance equivalent to the Participating Chartered Organization Settlement Contribution and agreeing to be bound by the terms and conditions of this Agreement.

11. **Protections Afforded to Insureds and Co-Insureds.** On the Release Date, all Abuse Claims against insureds and co-insureds covered under insurance policies issued by the Settling Insurers shall be channeled and enjoined under the Settling Insurer Policy Injunction and released. Pending the occurrence of the Release Date, all such Abuse Claims shall be enjoined pursuant to the Post-Confirmation Interim Injunction, as provided herein.
12. **Bankrupt Chartered Organizations.** The BSA shall use its best efforts to work with the Roman Catholic Ad Hoc Committee and the Chartered Organizations that are debtors in bankruptcy (the eight bankrupt entities identified on Exhibit K to the Plan, which may be amended to the extent that additional Chartered Organizations file for bankruptcy protection prior to entry of the Confirmation Order, each a "Bankrupt Chartered Organization") to obtain written consent for such Bankrupt Chartered Organizations to consent to the terms of this Agreement. To the extent that a Bankrupt Chartered Organization does not agree to provide written consent to the terms of this Agreement, such Bankrupt Chartered Organization shall automatically be deemed to be an Opt-Out Chartered Organization for all purposes hereunder. The Parties will use reasonable efforts to jointly resolve such non-consent, which may, upon the consent of the Parties, include excluding such Bankrupt Chartered Organization from the protections and benefits otherwise provided herein, provided that the failure to obtain such consent as it applies to the applicable Bankrupt Chartered Organization shall not be deemed a breach of this Agreement by any Party or a failure to satisfy a condition to the effectiveness of the Plan. The Parties consent to the foregoing provisions covering the Settling Insurers to apply to any other Settling Insurance Company. The Settling Insurers reserve all rights and defenses they have under policies issued to Bankrupt Chartered Organizations that do not consent to the terms of this Agreement.

“Bankrupt Chartered Organization” has the meaning ascribed to it in section 12 of this Agreement.

“Bankruptcy Code” has the meaning ascribed to it in the Amended Plan.

“Bankruptcy Court” has the meaning ascribed to it in the Amended Plan.

“Bankruptcy Rules” has the meaning ascribed to it in the Amended Plan.

“BSA” has the meaning ascribed to it in the opening section of this Agreement.

“BSA Insurance Policies” has the meaning ascribed to it in the Amended Plan and shall include the BSA Settling Insurers’ Policies.

“BSA Settling Insurers’ Policies” has the meaning ascribed to it in section 6 of this Agreement.

“Causes of Action” has the meaning ascribed to it in the Amended Plan.

“Century” means: (a) Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America; (b) Century Indemnity Company as successor to CIGNA Specialty Insurance Company f/k/a California Union Insurance Company; (c) Insurance Company of North America; and (d) and each of their past, present and future direct or indirect parents, subsidiaries, affiliates and controlled entities, and each of their respective officers, directors, stockholders, members, partners, managers, employees, attorneys, agents, experts, consultants, predecessors, successors and assigns, each in their capacity as such; provided that the term “Century” shall not include the foregoing persons and entities in their capacities as contractual obligors under: (i) Non-Abuse Insurance Policies (including but not limited to D&O Liability Insurance Policies) except to the extent of a request for coverage and/or any Claims or Causes of Action related to, arising from or in connection with Abuse Claims; any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers’ performance of their obligations under such policies whether for defense, settlement of claims or otherwise and (ii) Post-Petition Policies, except for any Claims or Causes of Action related to, arising from or in connection with any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers’ performance of their obligations under such policies whether for defense, settlement of claims or otherwise.

“Channeling Injunction” has the meaning ascribed to it in section 5(c) of this Agreement.

“Chapter 11 Cases” has the meaning ascribed to it in the Amended Plan.

“Chartered Organizations” has the meaning ascribed to it in the Amended Plan.

“Child Protection Committee” has the meaning ascribed to it in the Amended Plan.

“Chubb Companies” means: (a) Westchester Fire Insurance Company; (b) Westchester Surplus Lines Insurance Company; (c) Industrial Insurance Company of Hawaii; (d) Chubb Custom Insurance Company; (e) Federal Insurance Company; (f) Pacific Indemnity Company; (g) Texas Pacific Indemnity Company; (h) U.S. Fire Insurance Company, to the extent policies were assumed by or novated to Westchester Fire Insurance Company; (i) International Insurance Company to the extent policies were assumed by or novated to Westchester Fire Insurance Company; (j) Industrial Indemnity Company; (k) Pacific Employers Insurance Company; (l) The North River Insurance Company, but only to the extent policies were assumed by or novated to Westchester Fire Insurance Company prior to the Effective Date; (m) Aetna Insurance Company; (n) American Foreign Insurance Association; (o) Chubb Atlantic Indemnity Ltd.; (p) INA Insurance Company of Illinois; and (q) each of their past, present and future direct or indirect parents, subsidiaries, affiliates and controlled entities, and each of their respective officers, directors, stockholders, members, partners, managers, employees, attorneys, agents, experts, consultants, predecessors, successors and assigns, each in their capacity as such provided that the term “Chubb” shall not include the foregoing persons and entities in their capacities as contractual obligors under: (i) Non-Abuse Insurance Policies (including but not limited to D&O Liability Insurance Policies), except to the extent of a request for coverage and/or any Claims or Causes of Action related to, arising from or in connection with Abuse Claims, any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers’ performance of their obligations under such policies whether for defense, settlement of claims or otherwise and (ii) Post-Petition Policies, except for any Claims or Causes of Action related to, arising from or in connection with any actions, settlements entered into, omissions or positions taken in connection with the Chapter 11 Cases and related proceedings and any extra-contractual claims related to, arising from or connected with actions or omissions occurring prior to the Plan Effective Date, including the Settling Insurers’ performance of their obligations under such policies whether for defense, settlement of claims or otherwise.

“Claim” has the meaning ascribed to it in the Amended Plan.

“Coalition” has the meaning ascribed to it in the opening section of this Agreement.

“Confirmation” has the meaning ascribed to it in the Amended Plan.

“Confirmation Date” has the meaning ascribed to it in the Amended Plan.

“Confirmation Hearing” has the meaning ascribed to it in the Amended Plan.



James P. Ruggeri
Phone: 202-469-7752
Fax: 202-469-7751
jruggeri@goodwin.com

February 5, 2021

VIA ELECTRONIC MAIL

Jessica C. Lauria, Esq.
White & Case LLP
1221 Avenue of the Americas
New York, NY 10020

Ernest Martin Jr., Esq.
Haynes & Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, TX 75219

Michael C. Andolina, Esq.
White & Case LLP
111 South Wacker Drive
Chicago, IL 60606-4302

Adrian C. Azer, Esq.
Haynes & Boone, LLP
800 17th Street NW, Suite 500
Washington, D.C. 20006

**Re: *In re Boy Scouts of America and Delaware BSA, LLC*, No. 20-10343
(Bankr. D. Del.)**

Dear Jessica, Mike, Ernest and Adrian:

As you know, this firm represents Hartford Accident and Indemnity Company, First State Insurance Company, Twin City Fire Insurance Company and Navigators Specialty Insurance Company (collectively, "Hartford") in connection with the above-captioned bankruptcy case. We write to express our continued concern with Boy Scouts of America's ("BSA") continued acquiescence in the Official Committee of Tort Claimants' ("TCC") and the Coalition of Abused Scouts for Justice's ("Coalition") efforts to permanently shield the abuse claims from even basic scrutiny, to remind BSA of its contractual obligations to Hartford to cooperate in defending the abuse claims (particularly in view of the patent evidence that many pending abuse claims may be fraudulent), and to offer an alternative proposal to resolve the abuse claims in a manner which both preserves legitimate claims and respects BSA's contractual relationship with Hartford.

On May 6, 2020, we reminded BSA of its contractual duties to Hartford, including its duty to cooperate and duty to obtain Hartford's consent to settlements for which it intends to seek coverage from Hartford. See May 6, 2020 Ruggeri Letter to Messrs. Martin and Azer. In particular, Hartford expressed the concern that, by providing certain pre-petition claimants with a valuation matrix, BSA was creating an artificially high floor that would prejudice future negotiations. The settlement "proposals" that we have seen since that time from the TCC and the Coalition bear out those concerns. The matrix that BSA provided to the pre-petition committee

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Ernest Martin Jr., Esq.
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did not advance the prospects for settlement; it has only set a floor for BSA to bid against itself in setting claim values.

Unfortunately, it appears to us that BSA remains headed down a path that denies Hartford its contractual and legal rights and that will unquestionably make a resolution of these Chapter 11 cases harder, not easier. On June 9, 2020, the Bankruptcy Court entered its mediation order, referring to mediation, “all matters that may be the subject of a motion seeking approval by the Court or solicitation procedures and/or forms of ballots, a disclosure statement, or confirmation of a chapter 11 plan.” Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief at 2 (June 9, 2020) [D.I. No. 812] (“Mediation Order”). Since then, Hartford has cooperated with BSA to enable BSA to emerge from bankruptcy while respecting Hartford’s contractual rights and obligations. These efforts have included mediation discussions about Hartford’s participation in a global or down-payment resolution of BSA’s underlying abuse liabilities and Hartford’s fair share.

As Hartford has made clear, particularly in light of the unprecedented explosion of claims—from only 275 lawsuits on the petition date to now close to 100,000 proofs of claim—and, in your words, the “silly” settlement demands of the TCC and Coalition, Hartford needs information to evaluate the bona fides of the asserted claims. On December 28, 2020, Hartford informed BSA that it intended to seek discovery from a sample of claimants and asked BSA to join in those efforts. BSA declined. On January 20, 2021, Hartford shared the draft motion to compel it intended to file and once again asked BSA to join. BSA said no.

Rather than cooperating with its insurer to investigate the abuse claims, BSA appears committed to moving forward with a proposed disclosure statement and plan that we are concerned will cede absolute control of the resolution of the abuse claims to the claimants and their attorneys, which will only continue to set claimants’ expectations unreasonably high and jeopardize BSA’s bankruptcy process. On December 31, 2020, BSA shared its draft Amended Chapter 11 Plan; today, BSA told us that it intends to file its Amended Plan and Disclosure Statement by the end of February. As of the date of this letter, Hartford has seen no draft Disclosure Statement and the draft Amended Plan it has seen is a shell with none of the critical exhibits (including the trust distribution procedures (“TDPs”)) attached. On January 28, 2021, BSA told us that it also intends to include in its Disclosure Statement its estimation of abuse liabilities, though to date it has shared no claim values that it will use to drive that estimation.

We have urged BSA to forego any estimation of liabilities or potential claim values because any such analysis would be based on no real investigation of the abuse claims aside from information in proofs of claims, which BSA knows from information it has received independent of Hartford’s investigation are riddled with fraud. So far, BSA has said no—it will disclose its claim valuations and estimation of liabilities by the end of February. As Hartford has warned, doing so will have the effect of slowing down, not speeding up, BSA’s emergence from bankruptcy, and it will hurt, not help, settlement discussions.

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On January 28, 2021, we asked BSA about TDPs, including who is drafting the TDPs the Debtors intend to file. You said the claimants, which surprised and concerned Hartford. We asked again on February 2, and this time you said “everyone” is drafting TDPs, including BSA. Again, this surprised and concerned us because it is a fundamental requirement of the Hartford policies that Hartford and BSA cooperate to defend and resolve the claims.

Hartford urges BSA to reconsider its strategy. A rushed filing of a plan and TDPs would violate the mediation order, which again provides that the mediating parties are expected, if not ordered, to mediate “all matters that may be the subject of a motion seeking approval by the Court or solicitation procedures and/or forms of ballots, a disclosure statement, or confirmation of a chapter 11 plan.” Mediation Order at 2. We have not mediated any of this. Nor have we mediated TDPs.

Not only is BSA ordered to mediate these issues per the mediation order, but BSA is contractually obligated to cooperate with Hartford in making settlements that Hartford will be asked to cover. This includes the drafting of TDPs, which—if drafted by or negotiated with the Claimants—would represent a settlement to adjudicate liabilities that Hartford in turn will be asked to cover. A debtor that negotiates a global settlement with claimants without the consent of insurers may lose the right to coverage for the global settlement. That is what happened to Congoleum, which negotiated, prepetition, a Claimant Agreement without the insurers that it intended to force on the insurers through the bankruptcy. The insurers objected to that settlement, and the court in the insurance coverage action after lengthy and expensive litigation agreed with the insurers.

The decision by BSA to file a plan—even one that the parties expect to amend—is undoubtedly viewed as an offer of terms to the abuse claimants. *See, e.g., In re Accuride Corp.*, 439 B.R. 364, 367 (Bankr. D. Del. 2010) (“the Plan constitutes an enforceable contract between the parties”); 11 U.S.C. § 1141(a) (“the provisions of a confirmed plan bind the debtor . . . and any creditor”). To the extent that BSA allows the abuse claimants to control the resolution of their own abuse claims or proposes a plan containing terms that otherwise impermissibly prejudice Hartford’s rights with respect to the abuse claims, BSA’s actions are a breach its policy obligations. Various provisions of the draft plan that BSA apparently intends to file already impermissibly prejudice Hartford’s rights, including:

- The Plan improperly deprives Hartford of its contractual right to defend and/or resolve abuse claims that are to be tendered to it. *See* Plan § IV.C.; § VI.O; § IX.D.
- The Plan improperly deprives Hartford of its contractual right to defend and contest the abuse claims in the bankruptcy case, including filing claim objections pursuant to § 502 of the bankruptcy code. *See* Plan § IX.A-C.
- The Plan improperly seeks a ruling, binding on BSA, that the “Plan Documents,” including any TDPs, are a good faith settlement of the abuse claims, entered into

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without Hartford's consent. *See* Plan § VI.S.1. This includes seeking a finding that the Plan constitutes a "fair, equitable, reasonable" settlement of the abuse claims. *See id.* § VI.S.2. Such a finding is the antithesis of "insurance neutrality."

- The Plan would require BSA (and other entities) to share with the trust protected information including the Volunteer Screening Database, without imposing any requirements or limitations regarding its use and/or dissemination. This is particularly egregious where thousands of abuse claimants have not identified an alleged perpetrator in any meaningful way. *See* Plan § IV.M.
- The Plan would expunge all abuse claims from the claims register, potentially making it impossible for anyone responding to or defending the claims at a later date from determining whether inconsistent or incorrect factual allegations have been made. *See* Plan § IV.R.
- The Plan purports to provide local councils, certain contributing charter organizations and other non-debtors with a channeling injunction that would effectively discharge those entities from their own liability for the abuse claims. Even if such a channeling injunction would be appropriate as to any claims (and that is highly dubious because the liabilities appear to be direct, not derivative of the Debtors' liability), this injunction improperly purports to enjoin claims Hartford may have for subrogation or contribution against these non-debtor entities. *See* Plan § XI.F.1.
- The Plan potentially purports to enjoin Hartford from seeking contribution from settling insurers, if any are identified under the Plan. *See* Plan § XI.H.2.

Hartford similarly has concerns that any TDPs that are circulated as part of a draft plan will similarly pay claims that are fraudulent, not supported by sufficient evidence, or otherwise invalid. The proposed "term sheet" that the Coalition—which you previously indicated would bear responsibility for drafting the TDPs—heighten Hartford's concern that the TDPs will compromise Hartford's contractual rights and represent an unreasonable settlement of the abuse claims. Among other things:

- The TDPs must confirm that Hartford has a right under its primary policies to defend any suit against the insured seeking damages on account of potentially covered bodily injury, and Hartford has the right to settle any such claim or suit as Hartford deems appropriate. If BSA enters a settlement with the claimants, by TDPs or otherwise, that takes away Hartford's right to defend and settle claims, BSA is in breach of its obligations to Hartford. Simply put, the TDPs must allow Hartford and any other applicable insurer to assume the defense of any claim, in which case that claim must be resolved in the tort system, not through the TDPs.

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- The TDPs (and supporting trust documents) must provide that the trust may not admit liability or relinquish liability defenses for any claim that is to be tendered to any insurer, or for which any insurer has agreed to provide a defense.
- The TDPs must require that the trust will maintain and respect the confidentiality and/or privilege of any documentation provided by the Debtors, the reorganized debtor, local councils and charter organizations that relates to the defense of abuse claims.
- Neither the TDPs nor the Plan should contain any statement that claim values or a claims matrix represents the reasonable or settled value for such claims. Such a statement would be prejudicial to BSA and its insurers, and would breach Hartford's contractual rights.
- The TDPs should not identify claim values at all; the TDPs here can and should assign value for allowed claims resolved by the trust on a non-monetary "points" system similar to that used in other abuse cases. Here, where the claimant pool is largely known, and the assets to be contributed to the trust are set forth in the Plan, there is more than sufficient information to permit holders of allowed claims to reasonably assess their likely recovery.
- For those claims that no insurer agrees to defend, the TDPs must contain procedures to screen out and disallow time-barred claims.
- The TDPs must contain procedures to screen out and disallow unsupported or otherwise invalid claims.
- The TDPs also must contain procedures to ensure that all claims are supported by evidence that would, at a minimum, be sufficient to withstand a motion for summary judgment.
- The TDPs must contain procedures permitting the claim reviewer (or other individual appointed to evaluate claims) to request additional information or evidence as a pre-requisite to extending an offer to settle a claim.
- The TDPs must require, as a condition to payment, that the claimant sign a release of his/her abuse claims in favor of BSA, the reorganized debtor, the local councils, participating charter organizations and their respective insurers.
- The TDPs and supporting trust documents must provide for supervision of the claim review process by an independent trustee not selected or controlled by the abuse claimants, and the trust agreements must provide for adequate audit procedures to ensure that claim reviews are conducted fairly and rigorously.

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To try to prevent a fight over TDPs and breach (which may relieve Hartford of coverage obligations for the abuse claims that it otherwise may have), Hartford again reaches out to BSA to try to work toward a mutually acceptable landing on appropriate TPDs. Toward that end, we attach to this letter TDPs that we believe could be used to frame our discussions over TDPs. While we are open to having these discussions outside the auspices of mediation, Hartford believes it would make sense to include the mediators in our discussions, which in our view is contemplated, if not required, by the mediation order. The mediators may be able to broker a landing on TDPs. Hartford is prepared to assist further in that process by working with other insurers in the mediation toward a common document that would have shared support.

We look forward to hearing from you.

Sincerely yours,



James P. Ruggeri

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

**DEBTORS' RESPONSES AND OBJECTIONS TO LUJAN CLAIMANTS' FIRST SET
OF REQUESTS FOR ADMISSION TO
BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure ("Federal Rules"), as made applicable by Rules 7026, 7036 and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), the Local Rules of the United States District Court for the District of Delaware ("Local Rules"), and the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules" and together with the Federal Rules, the Bankruptcy Rules and the Local Rules, the "Rules"), Boy Scouts of America ("BSA") and Delaware BSA, LLC, the non-profit corporations that are debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "Debtors"), by and through their undersigned counsel, hereby respond and object, without prejudice and while reserving all rights, to the *First Set of Requests for Admission* served on the Debtors on October 8, 2021 by Lujan & Wolff LLP ("Lujan") in connection with the *Debtors' Motion for Entry of An Order, Pursuant to Sections 363(b) and 105(a) of the Bankruptcy Code, Authorizing The Debtors to*

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

Enter Into and Perform Under the Restructuring Support Agreement, and (II) Granting Related Relief [Dkt No. 5466] (the “Requests for Admission”),² as follows:

GENERAL RESPONSES AND OBJECTIONS

The following general objections (“General Objections”) apply to each Definition, Instruction, and Request for Admission, and shall have the same force and effect as if fully set forth in the response to each individual Request for Admission. To the extent that the Debtors respond to a Request for Admission, the Debtors reserve all objections as to relevance, materiality, competence, confidentiality, propriety, privilege, and admissibility, as well as to any and all other objections on any ground that would require or permit the exclusion of the response, or any portion of the response, if the response were offered into evidence. The Debtors object as follows:

1. The Debtors object to the Requests for Admission to the extent that they purport to impose obligations that are broader than, or inconsistent with, those required or authorized by the Rules, or other applicable laws, rules, court orders or regulations.

2. The Debtors object to the Requests for Admission to the extent that they purport to require the Debtors to conduct anything beyond a reasonable and diligent search for readily accessible information.

3. The Debtors object to the Requests for Admission to the extent they purport to call for a legal conclusion or an admission regarding an ultimate issue to be tried.

4. The Debtors object to the Requests for Admission to the extent that they seek disclosure of documents or information protected from disclosure by the attorney-client privilege, the work-product doctrine, the mediation privilege, the common interest or joint defense privilege,

² Capitalized terms used but not defined herein shall have the meanings set forth in the Requests for Admission.

or any other protection, privilege or immunity against disclosure (collectively, “Privileged Materials”). By responding and objecting to the Requests for Admission, the Debtors do not waive or intend to waive their attorney-client privilege, joint or common interest privilege, mediation privilege or any other applicable privilege, doctrine or immunity protecting their Privileged Materials from disclosure. Accordingly, any response or objection inconsistent with the foregoing is wholly inadvertent and shall not constitute a waiver of any such privilege, doctrine or immunity.

5. The Debtors object to the Requests for Admission to the extent they violate Delaware Local Bankruptcy Rule 9019-5(d)(i), which provides that “no person shall seek discovery from any participant in the mediation with respect to any information disclosed during mediation,” and the *Order (I) Appointing Mediators, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief* [D.I. 812] (the “Mediation Order”), which incorporates that rule. See Mediation Order ¶ 7. Local Rule 9019-5(d)(i) also provides that “the participants in mediation are prohibited from divulging, outside of the mediation, any oral or written information disclosed by the parties or by witnesses in the course of the mediation.” Del. Bankr. L.R. 9019-5(d)(i). The Debtors will not include such information in their responses.

6. The Debtors object to the Requests for Admission to the extent that they are overbroad, unduly burdensome, vague, cumulative, duplicative, confusing, ambiguous, unlimited in time or seek information that is outside the scope of discovery permitted by the Rules or any other applicable rules or court orders.

7. The Debtors object to the Requests for Admission to the extent that they seek information concerning matters that are not relevant to the claims or defenses of any party or are disproportionate to the needs of the case.

8. The Debtors object to the terms or phrases used in the Requests for Admission to the extent that those terms and phrases are vague or ambiguous or beyond their customary meanings. The Debtors have done their best to understand the terms in the Requests for Admission as used in context, but the Debtors make their responses and objections based on their understanding of such terms and they reserve the right to amend the responses and objections herein if Hartford asserts meanings of such terms that are different from those employed by the Debtors in making their responses and objections.

9. The Debtors object to the Requests for Admission to the extent that they contain any factual or legal misrepresentation.

10. No specific objection to any Requests for Admission is to be construed as a waiver of any general objection applicable to that Request for Admission.

11. The Debtors' failure to object to the Requests for Admission on a particular ground shall not be construed as a waiver of their right to object on that ground or any additional ground at any time.

12. Nothing in these Responses and Objections shall be construed as an admission by the Debtors concerning the admissibility or relevance of any topic referenced in the Requests for Admission, or an admission of the truth or accuracy of any characterization or assertion contained in the Requests for Admission.

13. The Debtors' Responses and Objections to the Requests for Admission are made to the best of their present knowledge, information and belief. The objections are made without prejudice to the assertion of additional objections and responses by the Debtors at a later date. The Debtors reserve the right to supplement and amend any or all of its responses and objections to the

Requests for Admission, pursuant to Bankruptcy Rule 7026, Federal Rule 26(e), any other applicable Rule and any order of this Court.

OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

1. The Debtors object to the definition of “you” and “your” as vague and ambiguous, overly broad, unduly burdensome and not proportional to the needs of the case, and to the extent that it seeks to impose discovery obligations that are broader than, or inconsistent with, the Debtors’ obligations under the Rules. The Requests for Admission were addressed to, and served on, the Debtors, and to the extent the Debtors disclose any information, they will disclose only information that is within the possession, custody or control of the Debtors, and not of any other person or entity.

2. The Debtors object to Instruction Nos. 1, 2, 3, and 7 to the extent that they seek to impose on the Debtors discovery obligations that are broader than, or inconsistent with, the Debtors’ obligations under the Rules,

3. The Debtors object to the Requests for Admission as overly broad and unduly burdensome because the Requests for Admission are not limited to any time period. The Debtors will provide responses with regard to the time period from four years prior to the date hereof.

RESPONSES AND OBJECTIONS

REQUEST NO. 1:

Admit that the Archbishop of Agana (formerly known as the Bishop of Agana) is an additional insured of BSA insurance policies beginning in 1976 and to the present.

RESPONSE TO REQUEST NO. 1:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous,

including because the term “BSA insurance policies” is not defined. The Debtors further object to this request because it seeks a legal conclusion.

Subject to and without waiving their general and specific objections, the Debtors admit that it is the Debtors’ position that the Archbishop of Agana is an additional insured under the BSA’s general liability insurance policies incepting after January 1, 1976 and to the Petition Date.

REQUEST NO. 2:

Admit that BSA insurance policies provide coverage for abuse claims arising from child sexual abuse in Guam during the period from 1955 to 1982.

RESPONSE TO REQUEST NO. 2:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the terms “BSA insurance policies” and “provide coverage” are not defined. The Debtors further object to this request because it calls for a legal conclusion.

Subject to and without waiving their general and specific objections, the Debtors admit that it is the Debtors’ position that BSA’s general liability insurance policies cover BSA for abuse claims arising from child sexual abuse in Guam during the period from 1955 to 1982.

REQUEST NO. 3:

Admit that BSA released Hartford from covering sexual abuse claims against the BSA for the 1976 and 1977 Hartford policies.

RESPONSE TO REQUEST NO. 3:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous,

including because the term “released” is not defined. The Debtors further object to this request because it calls for a legal conclusion.

Subject to and without waiving their general and specific objections, the Debtors admit that BSA entered into a settlement agreement that released BSA’s rights to coverage for sexual abuse claims under the 1976 Hartford Policy and the 1977 Hartford Policy.

REQUEST NO. 4:

Admit that the Debtors’ bankruptcy estate does not include any insurance proceeds for sexual abuse claims covered by the 1976 Hartford policy.

RESPONSE TO REQUEST NO. 4:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the term “insurance proceeds” is not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 5:

Admit that the Debtors’ bankruptcy estate does not include any insurance proceeds for sexual abuse claims covered by the 1977 Hartford policy.

RESPONSE TO REQUEST NO. 5:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the term “insurance proceeds” is not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 6:

Admit that, except for certain child sexual abuse claims, any claims against BSA which may be covered by the 1976 Hartford policy are time-barred by the civil statute of limitations.

RESPONSE TO REQUEST NO. 6:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request because it poses an incomplete hypothetical and calls for speculation. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the term “except for certain child sexual abuse claims” is not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 7:

Admit that, except for certain child sexual abuse claims, any claims against BSA which may be covered by the 1977 Hartford policy are time-barred by the civil statute of limitations.

RESPONSE TO REQUEST NO. 7:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request because it poses an incomplete hypothetical and calls for speculation. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the term “except for certain child sexual abuse claims” direct action claimants,” is not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 8:

Admit that direct action claimants have an interest in BSA insurance policies.

RESPONSE TO REQUEST NO. 8:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the terms “direct action claimants,” “interest,” and “BSA insurance policies” are not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 9:

Admit that holders of Abuse Claims who lack direct action rights to sue BSA insurers, do not have an interest in BSA insurance policies.

RESPONSE TO REQUEST NO. 9:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the terms “direct action rights,” “interest,” and “BSA insurance policies” are not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 10:

Admit that the Plan provides no compensation to direct action claimants for the sale, extinguishment, or disposition of their direct action rights.

RESPONSE TO REQUEST NO. 10:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the terms “compensation,” “direct action claimants,” “direct action rights,” “sale,” “extinguishment,” and “disposition” are not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 11:

Admit that the Plan provides no protection to direct action claimants for the sale, extinguishment, or disposition of their direct action rights.

RESPONSE TO REQUEST NO. 11:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the terms “protection,” “direct action claimants,” “direct action rights,” “sale,” “extinguishment,” and “disposition” are not defined.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 12:

Admit that the Plan treats direct action claimants with child sexual abuse claims the same way as holders of child sexual abuse claims who lack direct action rights to sue BSA insurers.

RESPONSE TO REQUEST NO. 12:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the terms “same way,” “direct action claimants,” and “direct action rights” are not defined.

Subject to and without waiving their general and specific objections, the Debtors admit that all Direct Abuse Claims are treated as part of Class 8 under the plan.

REQUEST NO. 13:

Admit that no direct action claimants have consented to the Debtors’ \$787 million settlement agreement with Hartford.

RESPONSE TO REQUEST NO. 13:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request because it calls for a legal conclusion. The Debtors further object to this request as overly broad, vague, and ambiguous, including because the terms “direct action claimants” and “consented” are not defined. The Debtors further object to this request to the extent that it requires the Debtors to speculate and calls for information outside the scope of the personal knowledge of the Debtors.

Subject to and without waiving their general and specific objections, the Debtors deny this request.

REQUEST NO. 14:

Admit that any claims against the Aloha Council arising from child sexual abuse in Hawaii and whose holders failed to file suit against the Aloha Council by April 24, 2020, are time-barred under Hawaii’s civil statute of limitations.

RESPONSE TO REQUEST NO. 14:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the terms “arising from” and “time-barred” are not defined. The Debtors further object to this request because it calls for a legal conclusion without establishing an adequate factual basis for a reasonable legal conclusion.

Subject to and without waiving their general and specific objections, the Debtors admit that, in general, a claim against the Aloha Council arising from child sexual abuse in Hawaii where the holder of the claim failed to file suit against the Aloha Council by April 24, 2020 would be outside Hawaii’s current civil statute of limitations.

REQUEST NO. 15:

Admit that chartered organizations may have their own independent liability for child sexual abuse which is not derivative of BSA’s liability.

RESPONSE TO REQUEST NO. 15:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the terms “their own independent liability,” “for child sexual abuse,” and “not derivative of BSA’s liability” are not defined. The Debtors further object to this request because it calls for a legal conclusion without establishing an adequate factual basis for a reasonable legal conclusion.

Subject to and without waiving their general and specific objections, the Debtors have an insufficient factual basis for admitting or denying this request, and, to the extent a response is required, deny this request.

REQUEST NO. 16:

Admit that the BSA Toggle Plan, as provided in earlier Plans filed in this consolidated bankruptcy action, is a feasible plan for the Debtors to successfully reorganize under chapter 11.

RESPONSE TO REQUEST NO. 16:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the terms “feasible,” “successfully,” and “Toggle Plan” are not defined. The Debtors further object to this request because it calls for a legal conclusion and to the extent that it seeks information that is not relevant to confirmation of the Debtors’ Plan.

REQUEST NO. 17:

Admit that you gave no notice to any chartered organization prior to entering the confidential settlement agreement with Hartford in which BSA released Hartford of liability for sexual abuse claims for the 1976 and 1977 Hartford policies.

RESPONSE TO REQUEST NO. 17:

The Debtors incorporate their general objections to the Requests for Admission as if fully set forth herein. The Debtors object to this request as overly broad, vague, and ambiguous, including because the term “notice” is not defined. The Debtors further object to this request to the extent it mischaracterizes the settlement agreement between BSA and Hartford relating to coverage for sexual abuse claims for the 1976 Hartford Policy and the 1977 Hartford Policy. The Debtors further object to this request to the extent it assumes that the Debtors had any obligation to notify any Chartered Organizations regarding the confidential settlement agreement with Hartford relating to the 1976 and 1977 Hartford policies.

Subject to and without waiving their general and specific objections, the Debtors do not believe that any Chartered Organizations were notified prior to the settlement agreement with

Hartford relating to the 1976 Hartford Policy and the 1977 Hartford Policy, but state that the Debtors had no obligation to provide such notice.

Dated: October 18, 2021

/s/ Andrew W. Hammond

WHITE & CASE LLP

Glenn M. Kurtz (admitted *pro hac vice*)
Jessica C. Lauria (admitted *pro hac vice*)
Andrew W. Hammond (admitted *pro hac vice*)
Samuel P. Hershey (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: gkurtz@whitecase.com
jessica.lauria@whitecase.com
ahammond@whitecase.com
sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Matthew E. Linder (admitted *pro hac vice*)
Laura E. Baccash (admitted *pro hac vice*)
Blair M. Warner (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: mandolina@whitecase.com
mlinder@whitecase.com
laura.baccash@whitecase.com
blair.warner@whitecase.com

**MORRIS, NICHOLS, ARSHT & TUNNELL
LLP**

Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Paige N. Topper (No. 6470)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Telephone: (302) 658-9200
Email: dabbott@morrisnichols.com
aremming@morrisnichols.com
ptopper@morrisnichols.com

Attorneys for the Debtors and Debtors in Possession

1 “While in Guam my actions were discussed and confessed to area
2 priests as well as Bishop Apollinaris Baumgartner who had approached me
3 to talk about the situation. I was told to try to do better and say prayers as a
4 penance.”

5 102. Defendants BSA and Aloha Council either had actual knowledge of Brouillard's sexual abuse
6 of numerous other minors whom Brouillard victimized, or could have and should have reasonably foreseen
7 that Brouillard was committing and would commit sexual abuse of other minors. To date, BSA and Aloha
8 Council have acknowledged that Brouillard victimized minor boys while serving as a scoutmaster, as
9 reflected in the excerpts taken from an interview with Jeff Sulzbach, the chief executive officer of the Boy
10 Scouts of America Aloha Council on March 5, 2017, attached hereto as Exhibit "2":
11

12 “Upon learning of the reports, we took immediate action to
13 preclude individual (Brouillard) from any further participation in the
14 scouting program.” Though Sulzbach couldn't say when exactly the Boy
15 Scouts became aware of the reports of Brouillard's sexual abuse of children
16 on Guam, he said it was possible that the organization didn't take action
17 against priest until sometime after the 1970s.”

18 103. As a direct and proximate result of the Defendants' above-described conduct, Norman has
19 suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical
20 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
21 enjoyment of life; and has incurred and/or will continue to incur expenses for medical and psychological
22 treatment, therapy, and counseling.

23 104. By engaging in the conduct described herein, Defendants acted with malice, oppression, and/or
24 fraud, entitling Norman to exemplary and punitive damages.

25 IX. 26 SIXTH CAUSE OF ACTION

27 Negligence 28 [Against All Defendants]

1 105. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 104 of this Complaint as
2 if fully set forth herein.

3 106. Defendants had a duty to protect Norman when he was entrusted to Brouillard's care by
4 Norman's parents and/or guardians. Norman's care, welfare, and/or physical custody were temporarily
5 entrusted to Defendants, and Defendants accepted the entrusted care of Norman. As such, Defendants owed
6 Norman, as a child at the time, a special duty of care, in addition to a duty of ordinary care, and owed
7 Norman the higher duty of care that adults dealing with children owe to protect them from harm.

1 107. By virtue of his unique authority and position as a Roman Catholic priest and/or a scoutmaster,
2 Brouillard was able to identify vulnerable victims and their families upon which he could perform such
3 sexual abuse; to manipulate his authority to procure compliance with his sexual demands from his victims; to
4 induce the victims to continue to allow the abuse; and to coerce them not to report it to any other persons or
5 authorities. As a priest and/or a scoutmaster, Brouillard had unique access to a position of authority within
6 Roman Catholic families and/or families that were actively involved in activities sponsored by the BSA and
7 its Aloha Council, like the family of Norman. Such access, authority, and reverence were known to the
8 Defendants and encouraged by them.

9 108. Defendants, by and through their agents, servants and employees, knew or reasonably should
10 have known of Brouillard's sexually abusive and exploitative propensities and/or that Brouillard was an unfit
11 agent. It was foreseeable that if Defendants did not adequately exercise or provide the duty of care owed to
12 children in their care, including but not limited to Norman, the children entrusted to Defendants' care would
13 be vulnerable to sexual abuse by Brouillard.

14 109. Defendants breached their duty of care to the minor Norman by allowing Brouillard to come
15 into contact with Norman as a child without supervision; by failing to adequately supervise, or negligently
16 retaining Brouillard whom they permitted and enabled to have access to Norman; by failing to properly
17 investigate; by failing to inform or concealing from Norman's parents, guardians, or law enforcement
18 officials that Brouillard was or may have been sexually abusing minors, including at the Convent; by failing
19 to provide a safe environment to Norman; by holding out Brouillard to Norman, Norman's parents or
20 guardians, and to the community of Guam at large, as being in good standing and trustworthy as a person of
21 stature and integrity. Defendants cloaked within the facade of normalcy Brouillard's contact with Norman
22 and/or with other minors who were victims of Brouillard, and deliberately concealed and disguised the
23 sexual abuse committed by Brouillard.

24 110. As a direct and proximate result of the Defendants' above-described conduct, Norman has
25 suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical
26 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
27 enjoyment of life; and has incurred and/or will continue to incur expenses for medical and psychological
28 treatment, therapy and counseling.

111. By engaging in the conduct described herein, Defendants acted with malice, oppression, and/or fraud, entitling Norman to exemplary and punitive damages.

**X.
SEVENTH CAUSE OF ACTION**

**Negligent Supervision
[Against Defendants Agana Archdiocese, Capuchins, Carmelites,
BSA, Aloha Council, and DOES 1-45]**

112. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 111 of this Complaint as if fully set forth herein.

113. Defendants Agana Archdiocese, Capuchins, Carmelites, BSA, Aloha Council, and DOES 1-45 (collectively "Defendants" as alleged in this cause of action) had a duty to provide reasonable supervision of both Brouillard and the minor child, Norman; to use reasonable care in investigating Brouillard; and to provide adequate warning to Norman and Norman's family, and to families of other children who were entrusted to Brouillard, of Brouillard's sexually abusive and exploitative propensities and unfitness.

114. Defendants, by and through their agents, servants and employees, knew or reasonably should have known of Brouillard's sexually abusive and exploitative propensities and/or that Brouillard was an unfit agent. Despite such knowledge, Defendants negligently failed to supervise Brouillard in his position of trust and authority as a parish priest and/or scoutmaster, where he was able to commit the wrongful acts against Norman alleged herein. Defendants failed to provide reasonable supervision of Brouillard, failed to use reasonable care in investigating Brouillard, and failed to provide adequate warning to Norman and Norman's family regarding Brouillard's sexually abusive and exploitative propensities and unfitness. Defendants further failed to take reasonable measures to prevent future sexual abuse.

115. As a direct and proximate result of the Defendants' above-described conduct, Norman has suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; and has incurred and/or will continue to incur expenses for medical and psychological treatment, therapy and counseling.

116. By engaging in the conduct described herein, Defendants acted with malice, oppression, and/or fraud, entitling Norman to exemplary and punitive damages.

**XI.
EIGHTH CAUSE OF ACTION**

**Negligent Hiring And Retention
[Against Defendants Agana Archdiocese, Capuchins, Carmelites,
BSA, Aloha Council, and DOES 1-45]**

117. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 116 of this Complaint as if fully set forth herein.

118. Defendants Agana Archdiocese, Capuchins, Carmelites, BSA, Aloha Council, and DOES 1-45 (collectively "Defendants" as alleged in this cause of action) had a duty not to hire, retain, or engage in the services of Brouillard in light of his sexually abusive and exploitative propensities.

119. Defendants, by and through their agents, servants and employees, knew or reasonably should have known of Brouillard's sexually abusive and exploitative propensities and/or that Brouillard was an unfit agent. Despite such knowledge and/or an opportunity to learn of Brouillard's misconduct, Defendants negligently hired, retained, or engage in the services of Brouillard in his position of trust and authority as a parish priest and/or a scoutmaster, where he was able to commit the wrongful acts against Norman alleged herein. Defendants failed to properly evaluate Brouillard in advance by failing to conduct necessary screening; failed to properly evaluate Brouillard's conduct and performance as an employee of, or provider of services to Defendants; and failed to exercise the due diligence incumbent upon employers to investigate employee misconduct, or to take appropriate disciplinary action, including immediate termination and reporting and referral of Brouillard's sexual abuse to appropriate authorities. Defendants negligently continued to retain Brouillard in service as a Catholic priest and/or scoutmaster, working or providing services for Defendants, which enabled him to continue engaging in the sexually abusive and predatory behavior described herein.

120. As a direct and proximate result of the Defendants' above-described conduct, Norman has suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; and has incurred and/or will continue to incur expenses for medical and psychological treatment, therapy and counseling.

121. By engaging in the conduct described herein, Defendants acted with malice, oppression, and/or fraud, entitling Norman to exemplary and punitive damages.

XII.
NINTH CAUSE OF ACTION

**Breach of Fiduciary Duty And/Or Confidential Relationship
[Against All Defendants]**

122. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 121 of this Complaint as if fully set forth herein.

123. By holding Brouillard out as a qualified priest and a person of stature and integrity within the Catholic Archdiocese, Defendants invited, counseled, encouraged and induced the Catholic community of Guam, including children such as Norman and parents or guardians of children, and particularly parents or guardians of children serving as altar boys and children eligible to serve as altar boys, to have trust and confidence in the Agana Archdiocese, Capuchins, Carmelites, and their priests and to entrust their children to the company of priests and specifically to Brouillard, including allowing their children to be alone with Brouillard without supervision, and to spend nights at a church facility or Convent where Brouillard resided. Through such actions, Defendants collectively created and entered into a fiduciary and/or confidential relationship with its parishioners, including Catholic parents or guardians and their children, and in particular, children who provided services to the Agana Archdiocese, Capuchins, and Carmelites that included serving as altar boys. Accordingly, Defendants collectively created and entered into a fiduciary and/or confidential relationship specifically with the minor child Norman.

124. By holding Brouillard out as a safe, trustworthy, and highly ethical scoutmaster with integrity, Defendants invited, counseled, encouraged and induced the community of Guam, including children such as Norman and parents or guardians of children to join the Boy Scouts; and particularly as to parents or guardians of children who were already paid members of the BSA and Aloha Council, to have trust and confidence in the BSA, Aloha Council, and their Scout leaders, employees, servants, officers, volunteers, and/or agents, and to entrust their children to the company of scoutmasters and specifically to Brouillard, including allowing their children to be alone with Brouillard without supervision, and to camp out over night at BSA and Aloha Council activities. Defendants Agana Archdiocese, Capuchins, Carmelites, BSA, and Aloha Council actively exploited their reputation of the Catholic Church for the purpose of encouraging membership of the Boy Scouts, thereby facilitating the availability of minor boys to pedophilic priests. In this way, Defendants Agana Archdiocese, Capuchins, Carmelites, BSA, and Aloha Council, maintained a symbiotic relationship by which each recruited minors for their sexual pleasures. Through such actions,

1 Defendants collectively created and entered into a fiduciary and/or confidential relationship with its
 2 members, including parents or guardians and their children, and in particular, children who were members of
 3 the BSA and Aloha Council. Accordingly, Defendants collectively created and entered into a fiduciary
 4 and/or confidential relationship specifically with the minor child Norman.

5 125. Through such fiduciary and/or confidential relationship, Defendants collectively caused parents
 6 or guardians to entrust their children to members of the Agana Archdiocese, Capuchins, and Carmelites
 7 serving both in their role as priests and scoutmasters, and specifically entrusted their children to Brouillard,
 8 including the parents of Norman, which resulted in Norman serving as an altar boy and participating
 9 activities and spending one or more nights at a church facility or Convent where Brouillard resided and/or
 10 joining and becoming a member of the BSA and its Aloha Council and participating in its activities at a
 11 church facility or Convent or elsewhere, resulting in the subject acts of sexual abuse described herein.

12 126. Defendants collectively breached their fiduciary and/or confidential relationship with the minor
 13 child Norman by violating the trust and confidence placed in them by parishioners and/or members, and
 14 specifically by the minor child Norman, and by engaging in the wrongful acts described in this Complaint.

15 127. As a direct and proximate result of the Defendants' above-described conduct, Norman has
 16 suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical
 17 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
 18 enjoyment of life; and has incurred and/or will continue to incur expenses for medical and psychological
 19 treatment, therapy and counseling.

20 128. By engaging in the conduct described herein, Defendants acted with malice, oppression, and/or
 21 fraud, entitling Norman to exemplary and punitive damages.

22 **XIII.**
 23 **TENTH CAUSE OF ACTION**

24 **Intentional Infliction of Emotional Distress**
 25 **[Against Defendants Agana Archdiocese, Capuchins, Carmelites,**
 26 **BSA, Aloha Council, and DOES 1-45]**

27 129. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 128 of this Complaint as
 28 if fully set forth herein.

1 130. The acts and conduct of the Agana Archdiocese, Capuchins, Carmelites, BSA, Aloha Council,
 2 and DOES 1-45 in providing Brouillard, a known serial sexual predator to children, with direct access to
 3 children including Norman, and refusing to report or stop his sexual abuses, were extreme and outrageous.

4 131. By engaging in such acts and conduct, the Agana Archdiocese, Capuchins, Carmelites, BSA,
 5 Aloha Council, and DOES 1-45 intended to cause, or had reckless disregard of the probability of causing,
 6 Norman to suffer severe emotional distress, including but not limited to great pain of mind and body, shock,
 7 physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and
 8 loss of enjoyment of life.

9 132. As an actual and proximate result of this extreme and outrageous acts and conduct, Norman was
 10 sexually abused and suffered and continues to suffer severe emotional distress.

11 133. As a direct and proximate result of these acts and conduct, Norman suffered general and special
 12 damages.

13 134. By engaging in the conduct described herein, the Agana Archdiocese, Capuchins, Carmelites,
 14 BSA, Aloha Council, and DOES 1-45 acted with malice, oppression, and/or fraud, entitling Norman to
 15 exemplary and punitive damages.

16 **XIV.**
REQUEST FOR RELIEF

17 WHEREFORE, Plaintiff Norman J.D. Aguon requests judgment against all Defendants on all counts as
 18 follows:

- 19 1. For all general, special, exemplary and punitive damages, as allowed by law in a sum to be
- 20 proven at trial and in an amount not less than \$10,000,000;
- 21 2. For costs and fees incurred herein;
- 22 3. Attorneys' fees, as permitted by law; and
- 23 4. For other such and further relief as the Court may deem just and proper.

24 //

25 //

26 //

27 //

28

RE: BOY SCOUTS and DELAWARE BSA LLC
RE: BOY SCOUTS and DELAWARE BSA LLC

JESSE LOPEZ

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1 And I'll sometimes refer to the Boy Scouts of
2 America as BSA.

3 Is the Aloha Council a creditor?

4 MR. CELENTINO: Calls for a legal conclusion.

5 BY MS. WOLFF:

6 Q. Go ahead and answer the question, sir.

7 **A. I think counsel said it calls for a legal**
8 **conclusion.**

9 Q. Yes, sir. But Joseph is not your lawyer, and
10 no one has instructed you -- no lawyer has instructed
11 you to answer questions.

12 So please answer the question.

13 **A. Can you ask the question again, please?**

14 Q. Let me ask it in a different way.

15 Has the Aloha Council filed a proof of claim
16 in the Boy Scouts of America bankruptcy case?

17 **A. No. No.**

18 Q. Okay. And the Boy Scouts also has not filed a
19 proof of claim against the Delaware BSA, LLC, correct?

20 **A. You said "Boy Scouts."**

21 Q. Yes, initially, but there's another debtor,
22 and that's the Delaware BSA, LLC.

23 Has the Aloha Council filed a proof of claim
24 as to that other debtor, which is the Delaware BSA,
25 LLC?

RE: BOY SCOUTS and DELAWARE BSA LLC
RE: BOY SCOUTS and DELAWARE BSA LLC

JESSE LOPEZ

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1 **A. No.**

2 Q. Okay. Now, at the time that the BSA, the Boy
3 Scouts of America, at the time that the BSA filed for
4 bankruptcy in February of 2020, isn't it true that
5 there were over 70 cases filed in courts, including
6 Guam, at that time?

7 **A. Not that -- not that I'm aware of.**

8 Q. Okay. But you're aware that plaintiffs have
9 brought lawsuits against the Aloha Council for child
10 sexual abuse in Guam; is that correct?

11 **A. Yes.**

12 Q. Okay. And there were -- these cases were --
13 at least some of these cases were in existence at the
14 time that the BSA filed for bankruptcy in
15 February 2020, correct?

16 **A. Yes.**

17 Q. And the Aloha Council was, or is, it still is,
18 the Aloha Council is a co-defendant of the BSA in those
19 cases, correct?

20 **A. Yes.**

21 Q. Okay. And isn't it true that the Aloha
22 Council has also been sued in Hawaii courts?

23 **A. We've been served, but I don't think it**
24 **proceeded beyond that.**

25 Q. You're referring to the Aloha Council being

RE: BOY SCOUTS and DELAWARE BSA LLC

JESSE LOPEZ

RE: BOY SCOUTS and DELAWARE BSA LLC

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1 every other month, if not every month at the start of
2 this year. But prior to that was probably on a
3 quarterly basis.

4 Q. Okay. And can you tell me, sir, whether or
5 not the Aloha Council has ever -- has ever undertaken
6 to value, to determine the value of abuse claims
7 asserted against the Aloha Council?

8 A. No, we have not.

9 Q. Has the Aloha Council ever been asked to
10 participate in the valuation of abuse claims made
11 against the Aloha Council?

12 A. No, we have not.

13 Q. Has the Aloha Council ever been asked to
14 determine what future claims may be asserted against
15 the local council -- I'm sorry, the Aloha Council?

16 A. No, we have not.

17 Q. Are you familiar with the Boy Scouts of
18 America's valuation of the abuse claims that have been
19 asserted in the Boy Scouts of America bankruptcy cases?

20 A. No, I have not.

21 Q. Are you familiar with the value of the future
22 claims that could be asserted against the Boy Scouts of
23 America in the -- in the -- I'm sorry, let me ask
24 again.

25 Are you -- is the Aloha Council familiar with

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RE: BOY SCOUTS and DELAWARE BSA LLC

JESSE LOPEZ

RE: BOY SCOUTS and DELAWARE BSA LLC

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1 the -- the value -- I believe it's about a \$5 billion
2 value for -- of the -- determined for future claims
3 that may be asserted against the Boy Scouts of America.

4 Is the council familiar with that?

5 MR. CELENTINO: Object to form.

6 BY MS. WOLFF:

7 Q. Is the council familiar with that.

8 MR. CELENTINO: Object to form.

9 MS. WOLFF: Yes.

10 BY MS. WOLFF:

11 Q. Is the council familiar with that?

12 **A. No.**

13 Q. Has the Aloha Council ever been asked to -- to
14 give -- to estimate how many claims may be asserted
15 against the Aloha Council which would be timely under
16 Guam law?

17 MR. GUBEN: Just a second. Of course, he's
18 going to have to interpose an objection based on the
19 law. I don't think Mr. Lopez knows Guam law, the
20 statute of limitations on that. That does require a
21 legal conclusion.

22 MS. WOLFF: Well, let me ask -- I didn't ask
23 what his understanding of Guam law is.

24 BY MS. WOLFF:

25 Q. Has the Aloha Council ever been asked to

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ALW265

RE: BOY SCOUTS and DELAWARE BSA LLC

JESSE LOPEZ

RE: BOY SCOUTS and DELAWARE BSA LLC

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1 estimate how many claims it believes will be filed
2 against it in the future?

3 **A. No.**

4 Q. And, again, I apologize if I've already asked
5 it. I just don't recollect if I did. But the Aloha
6 Council has not tried to determine the value of any
7 future claims that would be asserted against it,
8 correct?

9 **A. Yes, that's correct.**

10 Q. And does the Aloha Council primarily
11 communicate with the Ad Hoc Committee of Local Councils
12 with respect to the Boy Scouts of America bankruptcy,
13 or does the Aloha Council also communicate with the BSA
14 or other parties to the bankruptcy case?

15 **A. All our correspondence is directly with and**
16 **within the Ad Hoc Committee.**

17 Q. Thank you, sir.

18 Well, sir, are you -- can you tell me if the
19 Aloha Council has ever voted on whether to make a
20 contribution as part of the Boy Scouts of America
21 bankruptcy case?

22 **A. No, we have not voted.**

23 Q. Can you tell me why there has been no vote to
24 date?

25 MR. GUBEN: If you can answer that.

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1 of \$1.3 million?

2 **A. No. No.**

3 Q. Thank you.

4 Now, I want to ask, has the Aloha Council
5 talked to any of its partners about channeling
6 injunctions?

7 **A. No.**

8 Q. Has the Aloha Council talked to any of its
9 chartered partners about voluntary releases?

10 **A. No.**

11 Q. Have any chartered partners of the Aloha
12 Council given notice to the Aloha Council that they no
13 longer wish to sponsor Boy Scouts troops?

14 MR. GUBEN: Objection to that. What time
15 period are you talking about?

16 MS. WOLFF: Thank you for that, Mr. Guben.

17 BY MS. WOLFF:

18 Q. Any time from February 2020 to the present.

19 **A. No.**

20 Q. Thank you.

21 Now, sir, we talked about -- you talked about
22 the Aloha Council previously being presented with the
23 figure of \$997,000 and then later with the
24 approximately \$1.3 million figure.

25 Do you know why the amount went up for the

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1 Q. Are there any restrictions on use?

2 A. Not so much use, but zoning because of where
3 it's located. It's in a residential neighborhood-type
4 of setting.

5 Q. Okay. So no use restriction, other than
6 zoning laws, correct?

7 A. So we could rent it out to a bingo club or a
8 knitting club, so not necessarily scouting. So we
9 can't sell alcohol out of that building or anything
10 like that. So there are some restrictions related to
11 the use of it, but not as prohibitive as some of the
12 ones I mentioned earlier.

13 Q. Okay. Are there any other properties that the
14 Aloha Council owns, other than those properties that we
15 just discussed?

16 A. No, that's it.

17 Q. Okay.

18 A. We do lease -- we do lease a property on Guam
19 just because it's local to you. But, yeah, we do lease
20 a property on Guam for retail front.

21 Q. Who owns the property that is leased by Aloha
22 Council?

23 A. The territory of Guam, I do believe.

24 Q. Are there any other properties that the Aloha
25 Council has an ownership or a leasehold interest in,

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1 other than those that we've discussed?

2 **A. No other properties.**

3 Q. How about in American Samoa?

4 **A. No, no properties there.**

5 Q. No properties leased there either?

6 **A. No, we -- I think we gave up the lease several**
7 **years ago. I think it's just a fly-in/fly-out type of**
8 **experience for us.**

9 Q. Okay. When we're looking at this balance
10 sheet that I think I'm still sharing with you -- you
11 can still see that here.

12 **A. Yes.**

13 Q. When we look at the land, buildings, and
14 equipment, this \$7.9 million figure here, is it correct
15 that -- that this -- this includes, I guess, the lands
16 that the Aloha Council has an ownership interest in?

17 **A. Yes. That dollar value is reflective of when**
18 **the property was put on the books and then any**
19 **subsequent depreciation over time.**

20 So theoretically, that value may not be
21 real-time because it was -- in some cases, these
22 properties were -- they were not brought online or
23 booked at the same time.

24 Q. Okay. And how often do these properties get
25 appraised?

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1 **A. Almost never, unless there's a -- unless**
2 **there's a pending sale or a loan needs to be taken out**
3 **on them on the property's collateral, using the**
4 **property's collateral.**

5 Q. Can you tell me how many properties the Aloha
6 Council has sold, to your knowledge?

7 **A. What timeframe?**

8 MR. GUBEN: Yes.

9 **THE WITNESS: What timeframe?**

10 BY MS. WOLFF:

11 Q. During the existence, the council's existence,
12 that you're aware of?

13 **A. None that I'm aware of. So none in the time**
14 **that I've been here.**

15 Q. You just testified earlier that a property
16 could be sold. So -- and that's when it would be
17 appraised.

18 So you just described a circumstance. Has
19 that circumstance ever happened?

20 **A. Not to my knowledge, and not in the time that**
21 **I've been here.**

22 Q. Now my question is not limited -- just to be
23 clear, it's not limited to the time that you've been
24 there. My question is during the time of the Aloha
25 Council's existence, has there been -- have Aloha

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1 equipment value of 7.9 million, does that include any
2 of the properties that Aloha Council is leasing?

3 **A. No, it does not include those properties. We**
4 **don't book lease properties. That's not standard**
5 **accounting practice.**

6 Q. Okay. But it also says buildings and
7 equipment. So any buildings and equipment coming from
8 leased properties that are part of this \$7.9 million
9 dollar figure.

10 **A. No.**

11 Q. And this \$7.9 million dollar figure, again
12 you're saying that it's the values at the time that
13 they're booked and then any depreciation since then?

14 **A. Yeah, that's standard accounting practice.**
15 **When you take something into your organization, you**
16 **would book it at the current value. And then over**
17 **time, if it's property, land, it would -- I'm sorry,**
18 **not land -- buildings would depreciate. Land probably**
19 **would stay pretty consistent.**

20 Q. And so if a property was appraised, then would
21 the appraised value be indicated in this figure, this
22 land, buildings, and equipment?

23 **A. No. I do believe, and I've got to consult an**
24 **accountant, but I don't believe you can re -- reassess**
25 **the value on your books based on an appraised value. I**

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1 **think when you book it, that's what it stays at.**

2 Q. So just to be clear, because, unfortunately,
3 I'm not an accountant, have no accounting background,
4 this \$7.9 million dollar figure does not include any
5 fair market appraisal values of properties, correct?

6 **A. Not on this reporting document because it is a**
7 **balance sheet reflected on book values of the property**
8 **when they were acquired.**

9 Q. Thank you for explaining that.

10 Okay. So I'm going to show you -- scroll down
11 to page 30 -- 356 of this same document.

12 So this same exhibit, the amended disclosure.

13 Zoom out. Well, let me just scroll up a bit
14 so you can see what this is.

15 Okay. Now, sir, this is a -- in the same
16 disclosures, Amended Disclosure Statement, this is --
17 this shows, I guess, the top left corner here it
18 states, on page 356 of the document, it says "Boy
19 Scouts of America" and, you know, "local council
20 property value information, disclosure statement," and
21 then it says a date, September 21, 2021.

22 Do you recall ever being asked to provide
23 property values for Aloha Council's properties for the
24 Boy Scouts bankruptcy?

25 **A. If you look at fair market value source 1.**

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1 Q. Okay. So now that we see at least the value
2 for the first -- I'm scrolling to the left. The first
3 Aloha Council Service Center being around \$4 million,
4 does that indicate to you what property is referred to
5 here?

6 A. Yes.

7 Q. So what property would that be?

8 A. That's the Oahu Service Center.

9 Q. So we saw that the second Aloha Council
10 Service Center that's identified here, we saw that
11 there's no value provided here, correct?

12 A. Yes.

13 Q. So do you have -- can you tell me what this
14 refers to, if you're able to?

15 A. I did not produce the document, so I have no
16 idea.

17 Q. Thank you.

18 So were you -- you can't say whether or not
19 that refers to Camp Kilauea, correct?

20 A. I don't have enough information.

21 Q. Was Camp Kilauea appraised, to your knowledge?

22 A. No, not that I'm aware of. I know I got --
23 no, not that I'm aware of. I don't know why it
24 wouldn't, but I can't recall specifically seeing it.

25 Q. Okay.

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1 **A. Just to your point, Camp Ehrhorn is also not**
2 **on this list either.**

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3 Q. Yes. I see -- I don't see that, that's
4 correct.

5 So this -- the property valuation is missing
6 or it does not identify clearly Camp Ehrhorn and Camp
7 Kilauea; is that correct.

8 **A. And I do believe it represents -- again, I**
9 **didn't prepare the list. But it also shows Camp**
10 **Maluhia, which I do believe it's a non-owned property**
11 **that we lease.**

12 Q. Okay. Has the Aloha Council ever, ever
13 used -- I'm sorry.

14 Has the Aloha Council ever considered using
15 any of the council properties as collateral for a loan?

16 **A. No.**

17 Q. Has the Aloha Council ever looked into whether
18 the possibility of -- now -- and it's a little
19 different, very similar. Has the Aloha Council ever
20 looked into the possibility of using any of the council
21 properties to get a loan?

22 **A. No.**

23 Q. Do any of the restrictions on the counsel
24 properties restrict Aloha Council's ability to use the
25 property as collateral for a loan?

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1 MR. GUBEN: I object on the grounds that that
2 requires a legal conclusion. I have not even seen
3 those documents, but I'll allow the deponent to answer
4 this to the best of his knowledge. But that is a legal
5 conclusion.

6 THE WITNESS: It's just based on use of assets
7 as collateral. I would assume you could use it, but,
8 again, you'd have to consult the loan officer or a
9 banker for that determination because they would know.

10 BY MS. WOLFF:

11 Q. Thank you, sir.

12 Now, looking at this document, it's the
13 property in Guam that you testified is leased by the
14 Aloha Council. The property in Guam is not included
15 here, correct, in this property valuation sheet?

16 A. That's correct.

17 Q. Has the property in Guam here ever been
18 appraised, to your knowledge?

19 A. Not that I'm aware of.

20 Again, we don't own it, it's a lease. So we
21 couldn't take out a loan on a leased property.

22 Q. And why do you believe that the property is
23 only being leased?

24 A. I don't have the deed in my possession. And
25 based on corporate -- corporate knowledge, it was

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1 shared to me that it's a lease agreement with the

2 Territory of Guam. So we are -- we are --

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3 Q. Go ahead.

4 A. Yeah. It's not on our asset sheet so that

5 also lends me to believe that it's not an owned

6 property of the Aloha Council.

7 Q. Is the Aloha Council the same thing as Boy

8 Scouts of America, Aloha Council, Chamorro District?

9 A. No. Our legal -- our legal entity name is

10 Aloha Council, dash, Boy Scouts of America.

11 Q. Okay. Have you ever seen a lease agreement

12 with the government of Guam as to the property in Guam?

13 A. No, I have not.

14 Q. Okay.

15 MS. WOLFF: Why don't we take a -- we've gone
16 on for another hour. Can we take a 10-minute break and
17 then we will resume.

18 THE VIDEO OPERATOR: The time is 3:44 p.m. We
19 are going off the video record.

20 (Recess taken at 3:44 p.m.)

21 THE VIDEO OPERATOR: The time is 4:01 p.m. We
22 are now back on the video record.

23 BY MS. WOLFF:

24 Q. Sir, before ^{www.reliable-co.com} the break, we were ^{Reliable Court Reporting} talking about

25 the property in Guam. To your knowledge, does the Boy

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1 Scouts of America have an ownership interest in that
2 property?
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3 **A. We do not have.**

4 MR. CELENTINO: Object to form.

5 MR. GUBEN: Go ahead.

6 **THE WITNESS: No, we do not have any ownership**
7 **interest in that property.**

8 BY MS. WOLFF:

9 Q. Okay. Now, you're speaking on behalf of the
10 Aloha Council, but the question that I asked was, does
11 the Boy Scouts of America, the BSA National, do they --
12 to they have an ownership interest in the Guam
13 property?

14 **A. No, they do not.**

15 Q. And what is on the Guam property?

16 **A. Fax machine, copy machine, a desk, a rack to**
17 **hang uniforms on.**

18 Q. Is it -- I'm sorry to interrupt, but there's a
19 building there, correct?

20 **A. It's a -- yeah, it's based in a building.**
21 **It's not the entire building.**

22 Q. Well, what is the rest of the building used
23 for?

24 **A. We don't own it, so I don't know.**
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25 Q. So that is not being used as an office?

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1 **A. Yeah. So fax machine, copy machine, retail**

2 **front.**

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3 Q. Okay. So there's a part that's used as a
4 store?

5 **A. Not our -- not the part that we lease -- I'm**
6 **sorry. Yes, the part that we lease is used as a retail**
7 **front for selling uniforms and stuff like that. Yes,**
8 **I'm sorry.**

9 Q. So to your knowledge, is anyone else using
10 that building?

11 **A. Not the space that we're leasing.**

12 Q. Is there another space that is not being
13 leased by the Aloha Council in that building?

14 **A. I do believe we don't -- we don't operate the**
15 **entire building.**

16 Q. Do you know if anyone else uses the other
17 space that is not operated or used by Aloha Council?

18 **A. I do not know.**

19 Q. Okay. I'm going to show you another document.
20 I believe this -- we're on Exhibit 4.

21 (Exhibit 4, Grant Deed, marked for
22 identification.)

23 BY MS. WOLFF:

24 Q. Do you see that, sir?

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25 **A. Yes.**

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1 Q. So it says here, Government of Guam,
2 Department of Land Management, Land Records Section,
3 and there's an instrument number 286898.

4 Do you see that?

5 A. Yes.

6 Q. Type of instrument: Grant deed.

7 Do you see that?

8 A. Yes.

9 Q. Filed for record on 15th Day of December,
10 1977.

11 Do you see that?

12 A. Yes.

13 Q. Okay. I'm just going to scroll down now. It
14 says here, on the second page of Exhibit 4, Grant Deed.
15 And it says, "This indenture made and entered into in
16 the City of Agana, Territory of Guam, this 7th Day of
17 December 1977 by and between the government of Guam,
18 herein called the government, as party of the first
19 part and Boy Scouts of America Aloha Council
20 Chamorro District, Post Office Box 258, Agana, Guam
21 96160, herein called the grantee as the party of the
22 second part."

23 Do you see that?

24 MR. CELENTINO: ^{www.reliable-co.com} Counsel, are you going to lay ^{Reliable Court Reporting}
25 some foundation of this document in terms of him

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1 MS. WOLFF: I hope so, but let's see.

2 **THE WITNESS: Are you able to say when you**
3 **obtained this document?**

4 BY MS. WOLFF:

5 Q. Excuse me?

6 **A. Are you able to disclose when this document**
7 **was obtained?**

8 MR. GUBEN: I think Mr. Celentino has asked
9 for her to lay the foundation for this document. We
10 here never seen this before.

11 BY MS. WOLFF:

12 Q. Well, let's be clear about that. Let me just
13 make sure because -- have you ever seen this grant
14 deed?

15 **A. I have not.**

16 Q. Okay. But when it says Lot 5138-New, my
17 question is, is this the Guam property that's being, to
18 your knowledge, leased by the Aloha Council?

19 **A. I don't --**

20 MR. CELENTINO: He's never seen --

21 **THE WITNESS: Yeah. I'm sorry.**

22 MR. CELENTINO: My objection was going to be
23 he's never seen the document. He has no way of
24 answering that question.

25 BY MS. WOLFF:

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1 **Again, I think to the attorney's point -- and**
2 **I'm not familiar with the lease agreement laws on Guam**
3 **or what document they would use to create a transfer of**
4 **ownership or a lease agreement. And I'll reiterate**
5 **that what I was told was that we do not own the**
6 **property on Guam, that we lease the property on Guam.**

7 Q. And before we leave this document, I'm just
8 going to show, because I didn't have a chance to point
9 it out earlier. I just want to go over the second
10 paragraph because you mentioned lease and you said it
11 doesn't show a transfer.

12 It does say, in the second paragraph, that the
13 Government, pursuant to Section 1 of Public Law 14-10
14 and in consideration of a mutual benefits of both
15 parties does hereby -- I always say remise -- release
16 and forever grant to the grantee its successors and
17 assigns forever the tract or parcel of land described
18 as follows to which.

19 And so then it lists the property 513-New, but
20 it does state here, it does hereby grant to the
21 grantee, who is identified as Boy Scouts of America,
22 Aloha Council Chamorro District.

23 So, again, it's another, now that I've read
24 this paragraph, is it still your position that without
25 further investigation, you can't say whether this

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1 document transfers property to the Aloha Council?

2 MR. CELENTINO: Counsel, you're arguing with
3 him about a legal interpretation of a document that
4 you've extensively established he doesn't recognize and
5 doesn't have any basis to respond about.

6 BY MS. WOLFF:

7 Q. Go ahead, sir, and answer the question.

8 A. Yes. I -- without further investigation and
9 further clarity on both Guam law and transfer of
10 ownership, I'm not able to answer.

11 Q. Okay. Well, now you've seen this deed. So is
12 the Aloha Council going to investigate whether it owns
13 this property?

14 A. Definitely. And it's still my position that
15 we don't own the property, that it's a lease, lease
16 agreement.

17 MR. GUBEN: Counsel, I notice that it says
18 Chamorro District. I don't know if a Chamorro District
19 is still in existence of the Aloha Council.

20 MS. WOLFF: Okay. Well, I request that you
21 not -- not testify for the witness. That's not a
22 proper objection.

23 MR. GUBEN: Yes, it is if you're asking him a
24 legal question. That is not a legal entity anymore.

25 MS. WOLFF: You have the opportunity to ask

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1 was not directly involved in the agreement.

2 Q. So the Aloha Council played no role in the
3 negotiations between the Boy Scouts of America and
4 Hartford Insurance; is that correct?

5 A. That's correct.

6 Q. And at any time, was the Aloha Council asked
7 to value its interests in local council insurance
8 policies?

9 A. No, we were not asked.

10 Q. At any time was the Aloha Council asked to
11 value its interest in Boy Scouts of America insurance
12 policies?

13 A. No, we were not.

14 Q. Has the Aloha Council ever undertaken to value
15 its interest in local council insurance policies?

16 A. No, we have not.

17 MR. SCHIAVONI: I'm sorry, objection to form.
18 Objection to form.

19 BY MS. WOLFF:

20 Q. Has the Aloha Council ever tried to value its
21 interest in Boy Scouts of America insurance policies?

22 MR. SCHIAVONI: Objection to form.

23 THE WITNESS: No, we have not.

24 BY MS. WOLFF:

25 Q. Has the Aloha Council ever participated in

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1 negotiations with insurance companies as part of this
2 Boy Scouts of America bankruptcy case?

3 **A. Aloha Council is not engaged.**

4 Q. Has the Aloha Council ever been asked to
5 consent to a settlement with the insurance company as
6 part of the Boy Scouts of America bankruptcy case?

7 MR. SCHIAVONI: Objection to form.

8 **THE WITNESS: Not to my knowledge.**

9 BY MS. WOLFF:

10 Q. Has the Boy Scouts -- I'm sorry.

11 Has the Aloha Council ever signed any document
12 joining in a settlement with an insurance company as
13 part of the Boy Scouts of America bankruptcy case?

14 **A. Without having the document in front of me, I**
15 **can't stipulate what it said or did not say. But there**
16 **was something relating to insurance that was signed off**
17 **by the Aloha Council.**

18 Q. What do you remember of that document?

19 **A. That it involved Hartford, and then a**
20 **compensation or a settlement -- something related to**
21 **insurance coverage.**

22 Q. When did this document get signed by the Aloha
23 Council?

24 **A. For not having the note -- the date in front**
25 **of me, I would say probably six to nine months ago,**

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1 somewhere in that timeframe.

2 Q. Okay.

3 A. It all -- it all kind of blurs.

4 Q. Are you aware that there were two Hartford
5 settlements in this Boy Scouts of America -- that were
6 reached as part of this Boy Scouts of America
7 bankruptcy case?

8 A. Just what I saw on TV or read in the paper.

9 Q. Okay. Since that time, about -- I think you
10 said about six months ago or so, since that time, has
11 the Aloha Council signed any other document relating to
12 Boy Scouts of America insurance policies?

13 A. No.

14 Q. Has the Aloha Council ever communicated with
15 any of its chartered partners regarding their --
16 regarding the chartered partners insurance policies?

17 A. No.

18 Q. Has Aloha Council ever communicated with any
19 of its chartered partners regarding the chartered
20 partner's interest in Boy Scouts of America insurance
21 policies?

22 A. No.

23 (The court reporter asks for clarification.)

24 MR. SCHIAVONI: Objection to form.

25 BY MS. WOLFF:

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1 Q. And your answer is no, sir; is that correct?

2 **A. Correct. The answer is no.**

3 Q. And when did the Aloha Council search for
4 insurance policies?

5 **A. Starting mid-2020 through probably the first**
6 **part of this year. So I would say for a duration of**
7 **eight to nine months.**

8 Q. Since does the Aloha Council -- since the
9 Aloha Council was sued in recent years for child sex
10 sexual abuse allegations, has the Aloha Council
11 communicated with insurers regarding the council's
12 defense?

13 MR. CELENTINO: Object to form.

14 **THE WITNESS: No communication with insurance**
15 **companies.**

16 BY MS. WOLFF:

17 Q. Okay. Are you familiar with the chartered
18 organizations in Guam that are partners with the Aloha
19 Council?

20 **A. In what timeframe?**

21 Q. Currently.

22 **A. Yes.**

23 Q. Are the Guam chartered partners a part of the
24 130 chartered partners that you spoke of earlier?

25 **A. Yes.**

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1 America bankruptcy?

2 MR. CELENTINO: Same objections.

3 **THE WITNESS: Decline to answer.**

4 MR. GUBEN: We'll assert the attorney/client
5 on that and the common interest privilege.

6 MS. WOLFF: Okay.

7 BY MS. WOLFF:

8 Q. Has the Aloha Council hired an attorney
9 regarding its interest in insurance policies?

10 **A. No.**

11 Q. Okay. So has the Aloha Council contacted any
12 of its insurers regarding its interest in insurance
13 policies that may be transferred to the trust?

14 **A. The Aloha Council has not contacted.**

15 (The court reporter asks for clarification.)

16 BY MS. WOLFF:

17 Q. Has the Aloha Council informed any of its
18 insurers that the Aloha Council may transfer its
19 interest in insurance policies to the settlement trust?

20 MR. GUBEN: Asked and answered.

21 MR. CELENTINO: Object to form.

22 BY MS. WOLFF:

23 Q. Go ahead, sir.

24 **A. You're asking have we asked, so no.**

25 Q. The answer is no, correct? Is that correct?

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1 respect.

2 BY MS. WOLFF:

3 Q. Sir, has the Aloha Council ever signed a
4 common interest agreement with the Ad Hoc Committee of
5 Local Councils?

6 A. Yes.

7 Q. When was that document signed?

8 A. March 2020.

9 MR. CELENTINO: We're happy to produce it to
10 you, Ms. Lujan Wolff.

11 MS. WOLFF: Thank you.

12 MR. GUBEN: We can provide it immediately.

13 BY MS. WOLFF:

14 Q. So, sir, this 1 million 3 -- you know, 1
15 point -- I'll say approximately \$1.3 million dollar
16 contribution that the Aloha Council intends to pay, can
17 you tell me what claims against the Aloha Council that
18 would -- that amount would pay for?

19 MR. CELENTINO: Object to form. Calls for a
20 legal conclusion.

21 MR. GUBEN: Very speculative. It's a legal
22 conclusion.

23 BY MS. WOLFF:

24 Q. What is your understanding, sir?

25 A. I don't -- I don't have an understanding.

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1 Q. And so again, sir, you just -- I think your
2 testimony -- just to be clear, you said that you
3 just -- you don't know, you know, who is going to be
4 paid this \$1.3 million contributed by Aloha Council; is
5 that correct?

6 MR. CELENTINO: Objection. Misstates
7 testimony.

8 BY MS. WOLFF:

9 Q. Is that correct, sir?

10 And when I say -- I'm not talking about names
11 of people, I'm talking about what kind of people
12 would -- would -- could be compensated from this
13 \$1.3 million that the Aloha Council pays to the
14 settlement trust.

15 Do you know?

16 A. No.

17 MR. CELENTINO: Object to form. Calls for
18 legal conclusion.

19 THE WITNESS: No.

20 BY MS. WOLFF:

21 Q. Okay. Has the Aloha Council ever -- ever
22 tried to determine whether or not people who assert
23 claims against the Aloha Council will be -- will be --
24 will be fully paid in the Boy Scouts of America
25 bankruptcy case if this chapter -- I'm sorry, if this

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1 fifth amended plan is confirmed? Has the Aloha Council
2 tried to make that determination?

3 MR. SCHIAVONI: Objection to form.

4 **THE WITNESS: Our hope is that all victims are**
5 **equitably compensated, all victims.**

6 BY MS. WOLFF:

7 Q. Okay. So -- but my question, though, is has
8 the Aloha Council tried to evaluate whether or not
9 people who have asserted claims against the Aloha
10 Council in the Boy Scouts bankruptcy case will be --
11 will be fully compensated?

12 MR. SCHIAVONI: Objection to form.

13 MR. GUBEN: It's speculative as to even the
14 size of the settlement trust right now. There's no way
15 for him to answer that question.

16 BY MS. WOLFF:

17 Q. That's my question. Has the Aloha Council
18 ever tried to make a determination? It's a yes or no.

19 **A. For the overall case or just the Aloha?**

20 Q. I'm referring to people who assert claims
21 against the Aloha Council -- who have identified the
22 Aloha Council in their proofs of claim in the Boy
23 Scouts's bankruptcy case, has the Aloha Council ever
24 tried to determine, and you know, tried to evaluate
25 whether or not those people will be fully compensated

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1 if this fifth amended chapter -- I'm sorry, Fifth
2 Amended Chapter 11 Plan of Reorganization gets
3 confirmed?

4 **A. Again, I think based on what you said earlier,**
5 **our contribution doesn't get directly directed to a**
6 **victim. It's part of an overall compensation trust.**

7 **So, no, based on that.**

8 Q. Okay. So let me just clarify. Let me just,
9 you know, make it clear, because in that question, I
10 wasn't limiting it to whether or not the 1.3 million
11 will fully pay off people who have made claims against
12 the Aloha Council.

13 My question is, has the Aloha Council tried to
14 determine whether the money that goes into the
15 settlement trust, you know, will fully compensate
16 people who have filed -- who have made claims against
17 the Aloha Council in the Boy Scouts's bankruptcy case?

18 MR. SCHIAVONI: Objection to form.

19 **THE WITNESS: Don't have enough information at**
20 **my disposal to say yes or no. It depends on the**
21 **overall compensation trust, and the number of**
22 **confirmed -- I'm assuming there's going to be some**
23 **process of affirming abuse claims.**

24 **So I don't have enough -- it's beyond my**
25 **bailiwick to make that judgment call.**

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1 BY MS. WOLFF:

2 Q. Does the Aloha Council know what -- what
3 this -- what -- does the Aloha Council know how much
4 money will be placed into the settlement trust as part
5 of this Modified Fifth Amended Chapter 11 Plan of
6 Reorganization?

7 A. No.

8 Q. Okay.

9 MS. WOLFF: Okay. I don't have any other
10 questions. Thank you.

11 MR. GUBEN: I have no questions at this time.

12 MR. SCHIAVONI: I have a couple of questions.

13 MR. SCHIAVONI: I'm sorry, the witness -- how
14 does the witness pronounce his name, if counsel could
15 tell me?

16 MR. GUBEN: Jessie Lopez.

17 MR. SCHIAVONI: Lopez, okay.

18 EXAMINATION

19 BY MR. SCHIAVONI:

20 Q. Mr. Lopez, my name is Tanc Schiavoni. I
21 represent Century. Thank you for coming today.

22 Can you tell me, sir, are you the person for
23 the Aloha Council that purchases insurance?

24 MR. CELENTINO: Object the form.

25 THE WITNESS: We -- we don't -- we don't

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1 BY MR. SCHIAVONI:

2 Q. Well, it's just simply the fact. I'm not
3 asking about legal advice. It's like did you ever
4 learn that there was something called a trust
5 distribution procedure? Did you ever learn something
6 that was called a trust distribution procedure?

7 MR. GUBEN: Same objection. You can move on.

8 MR. SCHIAVONI: Actually, you have to direct
9 the witness not to answer.

10 MR. GUBEN: I did direct him not to answer
11 that question with respect to the trust settlement
12 procedures.

13 BY MR. SCHIAVONI:

14 Q. Mr. Lopez, at any point in time in trying to
15 evaluate what the Aloha Council should pay as its
16 contribution, did the Aloha Council try to run the
17 number of claims it had against itself through the
18 trust distribution procedures to see what they would be
19 valued at?

20 MR. CELENTINO: Object to form.

21 **A. I'm not aware of the process for determining**
22 **the allocation amount.**

23 BY MR. SCHIAVONI:

24 Q. Can you tell us why is it that the Aloha
25 Council didn't spend any time looking into how claims

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1 were going to be allowed and valued in the bankruptcy?

2 MR. CELENTINO: Object to form.

3 **THE WITNESS: Ask that question again.**

4 BY MR. SCHIAVONI:

5 Q. Sure. Is it fair to say that once the Aloha
6 Council reached a decision about what it was going to
7 contribute and it capped its liability in the case, it
8 didn't really care how claims would be valued and
9 allowed in the bankruptcy?

10 MR. CELENTINO: Objection. Argumentative.

11 A. Well, I don't think it's Aloha Council's privy
12 to evaluate the level of the abuse, and then the other
13 thing that's unknown is what is the end number going to
14 look like. And I mentioned earlier the duplicity of
15 the 85,000 claims, how many of those are unique and how
16 many of those -- so the numerator, the denominator, all
17 those are still too fluid to be able to do the process
18 you're suggesting.

19 So, no, we just don't have enough information
20 to be able to come to a legitimate or a plausible
21 number.

22 Q. The Aloha Council come up with its
23 contribution to the settlement trust by evaluating the
24 claims in the same way that the trust distribution
25 procedures would value the claims?